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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges

A5.1.1 Application

The provisions of A5.1.1. and its sub-paragraphs relate to other than Rural Line Service construction which is provided for in A5.2.

A5.1.2 General

- A. Construction charges are applicable under certain conditions as hereinafter set forth and are in addition to other charges specified in this Guidebook.
- B. Construction charges are payable upon application for service or when billing is rendered as the Company, at its option, may require.
- C. Construction performed by the applicant, where authorized in this Guidebook, is subject to the approval of the Company.
- D. The word "cost", when used in this Section, means the in-plant cost consisting of labor, materials, supervision and other overhead expenses associated with the construction. Estimated cost will be used; however, where the subscriber requests, actual cost will be used where practicable.
- E. Except as otherwise provided herein, the *terms and conditions* in this Guidebook contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay the additional costs involved where a different type of construction than that proposed by the Company is desired. (T)
- F. When attachments are made to poles of other companies in lieu of providing new pole line construction for which construction charges would be applicable under the provisions of this Section, the attachments may be assessed to the applicant(s) in whole or in part as the particular circumstances may warrant.
- G. When an applicant is so located that it is necessary to use private right-of-way to furnish service and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing, clearing and retaining such right-of-way.

A5.1.3 Construction On Public Highways Or Other Easements

A. Pole Line Construction

- 1. No construction charge is applicable for the provision of new pole line construction on public highways or other easements within the base rate area, or outside the base rate area when such pole line is to be used in serving subscribers in general.
- 2. Except as provided preceding, when an applicant for service is located outside the base rate area in territory where new pole line construction is required and the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment, the Company will provide new pole line construction to the extent of two poles per subscriber to be served at no construction charge, provided said two poles are to be used for the purpose of carrying central office circuits. Poles in excess of such two poles per subscriber to be served are provided in one of the following methods:
 - a. The subscriber may pay the Company the cost of each pole provided. Ownership and maintenance of such poles is vested in the Company.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.3 Construction On Public Highways Or Other Easements (Cont'd)

A. Pole Line Construction (Cont'd)

2. (Cont'd)

- b. If agreed to in writing by both parties, the subscriber, at his own expense, may furnish the portion of pole line and circuits from his station location to an agreed upon point of connection with the Company's system. The subscriber is required to maintain or bear the expense of maintaining his portion of the pole line and circuit and also to bear the expense of installing the station equipment. The station equipment will be maintained by the Company but maintenance expense incurred, because of the inaccessibility of the station or because of disrepair of the subscriber-owned portion of the line, shall be borne by the subscriber.
3. Where poles are provided under A5.1.3.A.1. preceding, the Company will furnish and maintain the necessary circuits. Where poles are provided under A5.1.3.A.2.a. preceding, the Company will furnish and maintain the necessary circuits, but the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment.

B. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles applicable in A5.1.3.A.1. preceding are followed and an allowance of 300 feet of buried construction will be made in lieu of the specified pole allowance.

A5.1.4 Construction On Private Property

A. Pole Line Construction

1. No construction charge is made for the provision of new pole line construction on private property, either within or without the base rate area, when such pole line is to be used in serving subscribers in general. Ownership and maintenance of such poles on private property is vested in the Company.
2. Except as provided in A5.1.4.A.1. preceding and A5.1.4.A.3. following, poles on private property will be furnished by the Company at a charge to the subscriber(s) equal to the cost of each such pole; however, the Company will furnish as many as two poles without charge per subscriber(s) provided that the poles thus furnished are used to carry central office circuits. Ownership and maintenance of such poles is vested in the Company.
 - a. In lieu of the arrangements specified preceding, the subscriber may, at his own expense, provide all poles on private property necessary to serve him. Ownership and maintenance of such poles on private property is vested in the subscriber.
3. Where for the purpose of furnishing extension lines, it is necessary to lay underground conduit or to set poles on the subscriber's premises, the subscriber is required to provide and install such underground conduit and to provide and erect such poles or the Company will perform the work at the subscriber's expense. Where the work is performed by the subscriber, it must be in accordance with the specifications of the Company. In such situations, poles or other supporting structure required for central office circuits will be furnished by or at the expense of the subscriber. Thus, ownership and maintenance of all poles and supporting structure on private property is vested in the subscriber.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.4 Construction On Private Property (Cont'd)

A. Pole Line Construction (Cont'd)

4. Where poles are provided inside the base rate area under the provisions described in A5.1.4.A.1. or 2. preceding, the Company will furnish and maintain the necessary circuits. In case poles are provided on private property outside the base rate area, the necessary circuits will be furnished and maintained by the Company; however, the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment. Where poles or other supporting structure are provided under A5.1.4.A.3. preceding the Company will furnish and maintain the necessary circuits.

B. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles applicable in A5.1.4.A. preceding are followed and an allowance of 300 feet of buried construction will be made in lieu of the specified pole allowance.

A5.1.5 Minimum Revenue Guarantee And Extended Service Period

When a substantial number of central office lines are involved in providing local or foreign exchange service, the subscriber may, based upon the circumstances in each case, be required to guarantee a minimum monthly amount of revenue for a period of up to a maximum of ten years with termination charges applicable in case of cancellation prior to the expiration of the service period.

A5.1.6 Underground Service Entrances

- A.** Underground service entrances may be provided at the subscriber's request as special construction in connection with either existing or new services, in lieu of the usual aerial drop wire.
- B.** Where the following conditions exist, buried service entrance facilities will be furnished without construction charge:
 1. The location of the service is in an area where buried distribution facilities are used by the Company, and
 2. Buried service wire or buried cable would normally be provided by the Company for service entrance.
- C.** Where the conditions in A5.1.6.B. preceding do not exist, buried service entrance will be provided at the applicant's request and he shall be required to pay the additional cost incurred by the Company as set forth in A5.1.7. following, or buried service entrance will be furnished without construction charge where the applicant provides conduit or opens and backfills a trench to specifications of the Company.

A5.1.7 Special Types Of Construction

When a special type of construction other than those covered preceding is desired by a subscriber or where the individual requirements of a particular situation make the construction unusually expensive, the subscriber is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the subscriber except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

A5.1.8 Rearrangements Of Existing Plant

- A.** When the Company is requested to move or change existing plant for which no specific charge is quoted in this Guidebook, the person at whose request such move or change is made may be required to bear the costs incurred. (T)
- B.** Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, ordinance or other legal requirement. (N)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.9 Construction Required For Temporary Service

When construction is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber may be required to bear all or a portion of the cost of such construction.

A5.1.10 *Engineering Work Preparation Fee*

A one-time Engineering Work Preparation Fee of \$500 will apply for the preparation of a quotation for custom work which may require construction charges. This fee is applicable prior to preparation of an estimate for custom work requiring construction charges and will be applied regardless of whether or not the work is ultimately performed for the customer. The Engineering Work Preparation Fee is nonrefundable; however, should the customer proceed with the custom work the fee will be applied against the special construction charges. If work is determined not to be a custom work order after the field visit by the engineer, the fee will be refunded to the customer. (T)

The Engineering Work Preparation Fee provides for the development and preparation of a detailed estimate of cost including any appropriate engineering costs incurred in the preparation of this quotation. The customer will be advised of this charge and must agree to pay it before development of the quotation will commence. Preparation of the quotation will begin after the Engineering Work Preparation Fee is received by the Company. (N)

Payment of the Engineering Work Preparation Fee does not assign, confer, or transfer title or ownership rights to proposals or equipment, designed or furnished by the Company. Title and ownership rights for any item developed at the customer's request remains with the Company except as specifically provided by an agreement between all parties. (N)

The Company has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote. (N)

A5.2 Reserved For Future Use

(M)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.3 Charges For Unusual Installations

(M)

A5.3.1 Reserved for Future Use

(T)(M)

A5.3.2 Special Types Of Installation

When a special type of installation is desired by a subscriber or where the individual requirements of a particular situation make the installation unusually expensive, the subscriber is required to bear the excess cost of such installation.

A5.3.3 Temporary Installation

When an installation is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber may be required to bear all or a portion of the cost of such installation, over and above all other regular charges for service and equipment.

A5.3.4 Reserved For Future Use

A5.3.5 Reserved For Future Use

A5.3.6 Special Types of Cable

For ordinary installations, the Company will use a standard type of inside cable of a size required to meet installed equipment requirements. When the specific requirements for a particular installation result in the customer or applicant choosing a type of cable other than this standard, rates and charges will apply as described in the following paragraphs.

A. Fire Retardant Cable

1. This type of cable has insulation, core wrap, and jacket made of flame retardant materials, and may be used in air return plenums without conduit where authorized by local codes.
2. The charges for Fire Retardant Cable are in addition to other rates and charges that may apply.
3. Rates and Charges for Fire Retardant Cable per each 25 feet or fraction thereof:

		Nonrecurring	
		Charge	USOC
(a)	2-pair	\$4.85	TEWO2
(b)	4-pair	5.70	TEWO4
(c)	25-pair	39.00	TEW25

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.3 Charges For Unusual Installations (Cont'd)

A5.3.6 Special Types of Cable (Cont'd)

B. Flat Under-Carpet Cable

- 1. This type of cable is designed to be installed under carpet (typically carpet squares) in an open office environment. Cable will be installed before the carpet is in place and after the floor has been properly prepared by the customer. In cases where the carpet is already installed, the customer will be responsible for removing the carpet for cable installation. The customer will also be responsible for providing access to the cable if necessary for maintenance reasons. Company installer/repairmen will not cut any carpet. (N)
- 2. When Flat Under-carpet Cable is reused in place, and no work must be done on either the cable or associated hardware to provide service to the station set in which the cable is to be terminated, the charge specified "Reused in Place" in A5.3.6.B.5.(a) below applies. When the cable is installed new or replaced, the charge specified "New or Replaced" applies. (N)
- 3. The charge for Flat Under-carpet Cable is in addition to other rates and charges that may apply. (N)
- 4. The maximum recommended length for a cable run is 35 feet from the nearest wall or column. (N)
- 5. Rates and Charges per run¹ (N)

	Nonrecurring Charge	Monthly Rate	USOC	
(a) 25-pair, New or Replaced	\$110.00	\$2.25	UCK25	(N)
(b) 25-pair, Reused in Place	10.00	2.25	UCK25	(N)

Note 1: Where the distance from the nearest wall or column exceeds 35 feet, additional charges based on cost will apply. Due to technical limitations, the Company cannot guarantee transmission or runs above the standard 35 feet. (N)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.4 Special Service Arrangements

A5.4.1 General

- A. Where practicable, special equipment and arrangements,¹ not otherwise provided for in this Guidebook, are furnished if they are in accord with authorized service offerings and if they are to be used in connection with and not detrimental to any of the services furnished by the Company. The Company may provide such special service arrangements when the nature and magnitude of the provision is sufficient to impose the need for specific customer pricing. Charges for such special service arrangements will be based on the estimated costs of furnishing them, such costs to consist of the following items to the extent they are applicable:
1. Cost of Maintenance.
 2. Cost of operation.
 3. Depreciation on the estimated cost installed of the facilities utilized, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
 4. Administrations and taxes on the basis of reasonable average charges for these items.
 5. Any other specific items of expense associated with the particular situation.
 6. A reasonable amount, computed on the estimated cost installed of the facilities utilized, for return and contingencies.
- B. Estimated cost installed as mentioned in A5.4.1.A.3. and A5.4.1.A.6. preceding includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and any other investment items. When a special service arrangement is furnished under contract, pursuant to this Guidebook provision, that service will be provided at a market price supported by an economic analysis for that specific customer to assure that relevant costs are covered. Initial service periods exceeding one month may be necessary for facilities and equipment provided under a special service arrangement.

A5.4.2 Reserved For Future Use

A5.4.3 Reserved For Future Use

A5.5 Reserved For Future Use

A5.6 Contract Service Arrangements

A5.6.1 General

- A. Competitive alternatives are available to subscribers that may wish to use certain of the Company's services in this Guidebook. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing Guidebook offerings.
- B. Rates, charges, terms and additional *terms and conditions*, if applicable, for the contract service arrangements will be developed on an individual case basis. For customers with service locations in multiple rate groups within the State, the Contract Service Arrangement may include a composite statewide rate based on a weighted average of the applicable business line rates for the rate groups in which the lines are located. (T)(M)
- C. Unless otherwise specified, the *terms and conditions* for contract service arrangements are in addition to the applicable *terms, conditions* and rates specified in other sections of this Guidebook. (T)(M)

Note 1: In order to meet Open Network Architecture (ONA) requirements, the Company, upon customer request, will produce a special arrangement for Performance and Fault Management Service based upon criteria in A5.4.1. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(M)

A5.7 Preliminary Pricing

In order to meet customer needs, a service may be provided where equipment is available in advance of fully detailed pricing information. In such instances, rates will be billed, based on preliminary information. Subsequently, when fully detailed pricing information becomes available, the preliminary rates will be replaced with superseded prices.

A5.8 Reserved For Future Use

A5.9 Reserved For Future Use

A5.10 Reserved For Future Use

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Reserved For Future Use

A5.12 Conduit Occupancy

A5.12.1 Application Of Guidebook

This Guidebook contains the rates, terms and conditions applicable to conduit occupancy accommodations granted to attachee by AT&T Mississippi, hereinafter referred to as the Company. (T)

A5.12.2 Definitions Of Terms

ATTACHEE

The InterLATA Carrier authorized by the Company to place its facilities in a conduit system.

ATTACHEE'S FACILITIES

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the attachee which occupy a conduit system.

CONDUIT OCCUPANCY

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

CONDUIT SYSTEM

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

DUCT

A single enclosed raceway for conductors or cables.

INTERLATA CARRIER

The term "InterLATA Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in InterLATA communications by wire or radio.

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within the state subject to oversight by the state regulatory commission as provided by the laws of the state.

JOINT USER

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

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.2 Definitions Of Terms (Cont'd)

LOCAL ACCESS AND TRANSPORT AREA (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

MANHOLE

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

MAKE-READY WORK

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

PRE-AUTHORIZATION SURVEY

All work operations required, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate attachee's facilities in a duct.

A5.12.3 Undertaking Of The Company

A. Scope

Subject to the provisions of this *Guidebook*, the Company will authorize the placement of an attachee's facilities in a conduit system for the purpose of providing InterLATA carrier traffic subject to access charges. Rentals to all other occupants of Company conduit will be grandfathered as to their use of the structures as of the effective date of *the General Subscriber Services Tariff* (October 1, 1985). (T)

B. Limitations

1. No use, however extended, of a conduit system or payment of any charges required under this *Guidebook* shall create or vest in the attachee any easements or any ownership or property rights of any nature in such conduit system. (T)
2. Nothing contained in this *Guidebook* shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain conduit or other facilities for use by an attachee that is not needed for the Company's own service requirements. (T)
3. Nothing contained in this *Guidebook* shall be construed as a limitation, restriction or prohibition against the Company with respect to any condition of franchise, agreement and arrangement which the Company has heretofore entered into with others not covered by this *Guidebook* regarding the conduit systems covered by this *Guidebook*. (T)
4. Nothing contained in this *Guidebook* shall be construed to compel the Company to provide space in a conduit system where the Company has determined no available capacity exists. (T)
5. Attachees shall not use Company structures in order to provide Services that infringe upon this Company's franchise rights.

C. Liability

1. The Company reserves to itself the right to locate and maintain its conduit systems and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the attachee for any interruption of attachee's service; for interference with the operation of the attachee's facilities; for any special, indirect or consequential damages arising in any manner, out of attachee use of the Company's conduit systems.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.3 Undertaking Of The Company (Cont'd)

C. Liability (Cont'd)

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

D. Termination Of Authorizations

1. Authorizations for conduit system occupancy granted under the provisions of this *Guidebook* may be terminated by the Company if:
 - a. The attachee's insurance carrier shall at any time notify the Company that the policies of insurance, as required by A5.12.4.F. following, will be cancelled or changed so that those requirements will no longer be satisfied.
 - b. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked.
 - c. The attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking.
 - d. The attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular conduit covered by an authorization.
 - e. The attachee fails to comply with any of the provisions of this *Guidebook* or defaults in any of its obligations hereunder. (T)
 - f. The attachee ceases to provide its series in the area covered by this *Guidebook*, or (T)
 - g. The carrier services being provided via conduit cease to have access charges applicable to such services.
2. The Company will promptly notify the attachee in writing of any condition(s) applicable in A5.12.3.D.1, preceding. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If attachee fails to discontinue or correct such condition(s) and fails to give the required written confirmation to the Company within the time period required, the Company may immediately terminate occupancy authorization(s) affected by the condition(s).

E. Notices

All written notices required shall be given by posting the same in first class mail. (T)

A5.12.4 Obligation Of Attachee

A. Legal Requirements

1. Attachee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and maintain its facilities on such public or private property before it occupies conduit located on the same public and/or private property.
2. The attachee and Company shall at all times observe and comply with, and the provisions of this *Guidebook* are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this *Guidebook*. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.4 Obligation Of Attachee (Cont'd)

A. Legal Requirements (Cont'd)

3. No authorization granted under this Guidebook shall extend to any conduit system where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such conduit system is located. If the existence of attachee's facilities in a conduit system would cause a forfeiture of the right of the Company or joint user, or both to occupy such property, attachee agrees to remove its facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within (60) days of receipt of such written notification the Company may perform and/or have performed such removal and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result.

B. Assignment Of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not inure to the benefit of attachee's successors or assigns without the prior written consent of the Company. The Company shall not unreasonably withhold such consent. In the event such consent is granted by the Company, the provisions of this *Guidebook* shall apply to and bind the successors and assigns of the attachee. (T)

C. Construction, Maintenance And Removal Of Attachee's Facilities

1. The attachee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Manual of Construction Procedures (Blue Book) and Company-administered practices.
2. The attachee's employees, agents or contractors will be permitted to enter or work in the Company's manholes only when an authorized agent or employee of the Company is present. The attachee agrees to pay, in accordance with the terms and conditions of A5.12.9.C. following, for having the Company's agent or employee present when attachee's work is being done in the Company's manholes. The presence of the Company's authorized agent or employee shall not relieve the attachee of its responsibility to conduct all of its work operations in and around the Company's manholes in a safe and workmanlike manner and in accordance with A5.12.4.C.1. preceding.

D. Claims And Damages

1. The attachee shall exercise precaution to avoid damaging the facilities of the Company and others occupying a conduit system and the attachee assumes all responsibility for such damage caused by attachee's employees, agents or contractors.
2. Attachee shall make an immediate report to the owner of the facilities that are so damaged and reimburse such party for the costs incurred in making the required repairs.
3. Attachee shall promptly advise the Company of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the attachee's facilities. Copies of all accident reports and statements made to attachee's insurer by the attachee or others, shall be furnished promptly to the Company.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.4 Obligation Of Attachee (Cont'd)

D. Claims And Damages (Cont'd)

4. The attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees or agents, from and against any and all claims, demands, causes of action and costs, including attorney's fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by any negligent act or omission in whole or in part of the attachee's employees, agents or contractors on or in the vicinity of the Company's conduit systems in the erection, maintenance, use or removal of attachee's facilities.
5. The attachee shall indemnify, protect and save harmless the Company and joint user from any and all claims, demands, causes or action and costs, including attorney's fees, which arise directly or indirectly from the construction and operation of attachee's facilities, based upon taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with conduit systems or otherwise.
6. Attachee shall indemnify, protect and save harmless the Company and joint user from any and all damages and costs imposed on the Company and joint users as a result of acts by the attachee, its employees, agents or contractors, for the cost of relocating conduit system resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.

E. Insurance

1. The attachee shall obtain and maintain insurance including endorsements insuring the indemnification provisions of this **Guidebook** and contractual liability coverage issued by an insurance carrier satisfactory to the Company to protect the Company and joint user from and against any and all claims, demands, causes of action judgments, costs, including attorney's fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in A5.12.4.D. preceding. The amounts of such insurance against: (T)
 - a. Liability due to damage to property shall not be less than \$300,000 as to any one occurrence, and \$500,000 aggregate, and/or
 - b. Liability due to injury or death of persons shall not be less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.
2. All insurance required in accordance with A5.12.4.F.1. preceding must be effective before the Company will authorize occupancy of a conduit system and shall remain in force until all of attachee's facilities have been removed from all such conduit systems. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made.
3. The attachee shall submit to the Company certificates by each company insuring the attachee to the effect that it has insured the attachee for all liabilities of the attachee covered by this **Guidebook** and that it will not cancel or change any policy of insurance issued to the attachee except after (60) days written notice to the Company. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.5 Payment Arrangements

A. Payment Of Charges And Advance Payments

1. The attachee is responsible for all charges applicable in connection with occupancy of a conduit system as specified in A5.12.9. following.
2. The Company may require a bond in a form satisfactory to the Company, or other satisfactory evidence of financial security in such amount as the Company from time to time may require, to guarantee the performance of all of attachee's obligations herein. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the attachee herein.
3. Attachee shall make an advance payment to the Company prior to:
 - a. Any undertaking by the Company of a pre-authorization survey or the administrative processing portion of such a survey as required by A5.12.7. following in an amount specified by the Company sufficient to cover the estimated charges for completing the specific work operation required, or
 - b. Any performance by the Company of any make-ready work required as specified in A5.12.7. following in an amount specified by the Company sufficient to cover the estimated charges for completing any required make-ready work.
4. The amount of the advance payment required in A5.12.5.A.3. preceding will be credited against the cost to the Company for performing such work or having such work performed by others.
 - a. Where the advance payment made by the attachee is less than the charge by the Company, attachee shall pay the Company all sums due in excess of the amount of the advance payment.
 - b. Where the advance payment made by attachee exceeds the charge by the Company, the Company shall refund the difference to the attachee.
5. The attachee shall pay all applicable charges due within 30 days of receipt of the bill.

A5.12.6 Occupancy Applications

A. General

Before the attachee shall occupy any portion of a conduit system, attachee shall make written application for and have received written authorization therefore from the Company.

B. Multiple Applications

1. Classification

Applications received from multiple applicants for the same conduit system will be classified as follows.

 - a. Simultaneous - received by the Company on the same business day.
 - b. Non-simultaneous - received by the Company on different business days.
2. Processing

Processing of multiple applications by the Company will be as follows.

 - a. Simultaneous applications - Processing of simultaneous applications will be done concurrently. Authorization for occupancy will be granted simultaneously to all multiple applicants involved.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.6 Occupancy Applications (Cont'd)

B. Multiple Applications (Cont'd)

2. Processing (Cont'd)

- b. Non-simultaneous applications - Initial applicant will be offered the following Options in writing immediately following receipt, by the Company of an application(s) from an additional applicant(s). Copies of such written notification to the initial applicant will be sent to the additional applicant(s).

Option 1 - Application(s) of the initial applicant will be processed on the basis that there is no application on file from another applicant for the same conduit system.

Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with A5.12.6.B.2.a. preceding.

c. Initial Applicant(s)

All work in progress on application(s) filed by an initial applicant will be suspended by the Company from the date of its written notification as required in A5.12.6.B.2.b. preceding until the initial applicant notifies the Company, in writing, of the Option it elects. Such written notification, by the initial applicant will be required no later than 20 days following its receipt of the aforementioned notification from the Company; otherwise the Company will deem the initial applicant to have elected Option 1. The Company will notify the additional applicant(s), in writing, of the Option elected by the initial applicant.

d. Additional Applicant(s)

Option 2 will be subject to acceptance by all multiple applicants involved. The additional applicant(s) will have 10 days from receipt of written notification from the Company advising that the initial applicant has selected Option 2, to accept or reject by written notification to the Company the conditions applicable to simultaneous occupancy; otherwise the Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicants.

3. Conditions Applicable to Simultaneous Applicants

a. Make-Ready Work

Multiple applicants must develop a mutually agreeable order of conduit system availability and overall make-ready work completion schedule.

- (1) When multiple applicants cannot reach such mutual agreement within 15 days from receipt of written notification from the Company of the estimated charges for the required make-ready work, the Company may at its option offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting occupancy authorization for all multiple applications involved.

- (2) Any multiple applicant(s) who fails to agree to the alternative arrangement will be considered by the Company to have cancelled its application(s) relative to the conduit systems involved on pending applications of another applicant(s).

b. Costs

Each multiple applicant will be charged an equal share of the total make-ready costs incurred by the Company to accommodate simultaneous occupancy by the multiple applicants.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.6 Occupancy Applications (Cont'd)

B. Multiple Applications (Cont'd)

4. Conditions Applicable to Non-simultaneous Applications

a. Pre-Authorization Survey Costs

Each multiple applicant will be charged the applicable pre-authorization survey costs incurred by the Company relative to a determination of the make-ready work required to accommodate occupancy of the individual applicant's facilities on a non-simultaneous basis.

b. Make-Ready Completion Schedule

The date of receipt (earliest taking precedence) by the Company of applications in accordance with A5.12.6.A. preceding will determine the priority of make-ready work completion by the Company. Any change in priority of conduit availability will require an appropriate change in make-ready work completion of the application(s) involved and be subject to the Company's ability to accommodate the specific change(s) required in its established work schedule.

c. Make-Ready Work Costs

Make-ready work costs will be allocated as follows.

The initial applicant will be charged the full cost, plus ten percent of such amount, incurred by the Company to accommodate the occupancy of the initial applicant's facilities in conduits on a non-simultaneous basis.

The additional applicant(s) will be charged the full cost, plus ten percent of such amount, incurred by the Company to accommodate the occupancy of the additional applicant's facilities in conduits for which prior occupancy authorization has been granted to another applicant.

5. Pre-Authorization Survey Completion

In performing all field inspections and associated administrative processing for which it may be responsible, the Company will endeavor to include such work in its normal work load schedule.

A5.12.7 Make-Ready Requirements

A. Conduit System

1. When an application for conduit occupancy is submitted by an attachee a pre-authorization survey by the Company will be required to determine the availability of the conduit system to accommodate attachee's facilities. The Company will advise the attachee in writing of the estimated charges that will apply for such pre-authorization survey and receive payment from the attachee before undertaking such a survey. A representative of the attachee may accompany the Company's representative on the field inspection portion of the pre-authorization survey.
2. In the event the Company determines that rearrangement of existing facilities in the conduit system is required before the attachee's facilities can be accommodated, the Company will advise the attachee in writing of the estimated make-ready charges that will apply for such rearrangement. Attachee shall have (90) days from the receipt of such written notification from the Company to indicate its authorization for completion of the required make-ready work by rendering payment of the stated charges.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.7 Make-Ready Requirements (Cont'd)

A. Conduit System (Cont'd)

3. Should the Company, or any governmental entity with whom the Company has an agreement granting such entity priority access to and occupancy of the Company's conduit system, need for its own service requirements, any of the conduit capacity occupied by attachee's facilities and, if the Company advises attachee that attachee's facilities can be accommodated otherwise in the conduit system, attachee shall be required to rearrange its facilities in the manner designated by the Company and at the expense of the attachee. If attachee has not so rearranged its facilities within (15) days of receipt of such written notice from the Company, the Company may perform or have performed such rearrangement and attachee shall be liable for the costs thereof.

B. Work Schedule

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

A5.12.8 Inspection Of Conduit Occupancy

A. Procedures

1. The Company reserves the right to make periodic inspections of any part of attachee's facilities occupying a conduit system owned by the Company.
 - a. The frequency and extent of such inspections by the Company will depend upon the attachee's performance in relation to the requirements of A5.12.4.C. preceding.
 - b. The Company will give attachee advance written notice of such inspections except in those instances where, in the sole judgment of the Company, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the attachee.
 - c. Whenever it is necessary for the Company to inspect the attachments or occupancies of its facilities to observe construction activities or to provide plant protection during attachee's daily work operations, the Company will prepare and issue a bill to recover all expenses incurred by the Company for such inspections.
2. The making of periodic inspections or the failure to do so shall not operate to relieve the attachee of any responsibility, obligation or liability imposed by this *Guidebook*. (T)

B. Unauthorized Occupancy

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

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.8 Inspection Of Conduit Occupancy (Cont'd)

B. Unauthorized Occupancy (Cont'd)

- 2. For the purpose of determining the applicable charge, all unauthorized conduit occupancy shall be treated as having existed since the most recent reconciliation or for the period beginning with the date on which the attachee was initially authorized to occupy conduit of the same system, whichever period shall be the shorter; and the rates shall be twice the rate specified in A5.12.9.B. following in addition to twice the "make ready" charge that would have been imposed if the occupancy had been properly authorized. This charge shall be due and payable forthwith whether or not the attachee is permitted to continue the conduit occupancy.
- 3. No act nor failure to act by the Company with regard to any unauthorized use shall be deemed as a ratification of the unauthorized use; and if authorization should subsequently be issued, such authorization shall not operate retroactively nor constitute a waiver by the Company of any of its rights or privileges under this *Guidebook* nor otherwise; provided, however, that the attachee shall be subject to all liabilities, obligations and responsibilities of this *Guidebook* in regard to said unauthorized use from its inception. (T)

A5.12.9 Rates And Charges

A. General

- 1. Occupancy charges commence on the first day of the second calendar month following the date that authorization is granted for such occupancy; and cease as of the final day of the calendar month in which the occupancy is physically removed.
- 2. A one month minimum charge is applicable for all occupancy accommodations.
- 3. All occupancy charges are payable in advance semi-annually on the first day of January and July.
- 4. Total occupancy charges under A5.12.9.A.3. preceding shall be based upon the total duct footage for which authorizations have been issued prior to the first day of January and July. Each semi-annual payment shall include a proration of the monthly occupancy charges applicable for all occupancy initially authorized by the Company during the preceding 6 month period.

B. Rates

- 1. Conduit Occupancy, per foot of duct occupied

	Annual Rate	USOC
(a) High cost areas (See A5.12.10. following).	\$2.50	NA
(b) Other areas	2.50	NA

- 2. For purpose of determining the duct feet chargeable the duct considered occupied shall be measured from the:
 - Center to center of adjacent manholes
 - Center of a manhole to the end of a duct not terminated in a manhole

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.9 Rates And Charges (Cont'd)

C. Nonrecurring Charges

1. Determination

Charges for all work performed by the Company or by its authorized representative in connection with the furnishing of conduit system accommodations as covered by this *Guidebook* shall be based upon the full cost, plus 10 percent of such amount, to the Company for performance of such work. Such charges will apply for, but not be limited to, preauthorization survey, make-ready work, rearrangement, inspection and removal of attachee's facilities, and supervision, at the option of the Company, of attachee performed work in and around the immediate vicinity of the conduit system. (T)

A5.12.10 High Cost Areas

A. General

1. Wire centers are identified as "High Cost" based on the congestion of the area and the additional costs involved in placing conduit in these areas. All Wire Centers not listed in A5.12.10.B. are classified as "Other".
2. Conduit crossing navigable waterways will be considered on a case-by-case basis only.

B. Wire Centers

None