
A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges

A5.1.1 Reserved For Future Use

A5.1.2 General

A. Construction Charges

1. Construction charges are payable upon application for service or when billing is rendered as the Company may, at its option, require. (T)
2. Construction performed by the applicant, where authorized in this *Guidebook*, is subject to the approval of the Company. (T)
3. Additional *terms and conditions* in regard to construction on government reservations and commonly-owned property apply as set out in A5.3.4. Cable and wire facilities will be provided on private property to furnish service to a group of tenants (as in shopping centers, trailer parks, office buildings, etc.) without construction charges where, in the judgment of the Company, excessive costs are not involved. (T)
4. 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)
5. 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 attachment rental charges to the Company for such attachments may be assessed to the applicant(s) in whole or in part as the particular circumstances may warrant. Where supporting structures owned by this Company or other companies are used to support off-premises extension circuits, charges based on cost are applicable. (T)
6. When service which utilizes facilities subject to construction charges is disconnected and the same facilities are used to furnish service to a new subscriber, the new subscriber must assume the obligations as to construction charges of the previous subscriber. Under these circumstances the original subscriber would not be required to pay termination charges. (T)
7. Where plant facilities are provided to furnish service to more than one customer and construction charges are involved, these charges will be divided among the customers equitably based on each customer's individual service requirements. Where the Company has a requirement for circuits in a specially constructed facility, construction charges will apply only to the portion of the specially constructed facility allocated to the subscriber's use. (T)
8. All rates and charges quoted in this Company's *service publications* provide for the furnishing of services or channels when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs.
 - a. When the revenue to be derived from the service or channels is not, in the opinion of the Company, sufficient to warrant the Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of the estimated cost to be incurred, the amount depending upon the circumstances in each case.
 - b. 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 rights-of-way.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.2 General (Cont'd)

A. Construction Charges (Cont'd)

9. When poles, conduit, or other supporting structures are provided by the customer, the customer is responsible for maintenance and replacement. When conduit is provided by the customer, the cost of excavation, fill-in, repair, and replacement, if required, in connection with maintenance or replacement of cable facilities of the Company, is borne by the customer. Underground entrance facilities are subject to the provisions of A5.1.6.B.6 and 7. (T)
10. When in the judgment of the Company unusual costs will be involved in providing a suitable opening in the exterior wall of a building for entrance wires and cables the customer will be required to provide the opening or to pay a construction charge equal to the cost incurred. When the opening is provided by the Company, liability for any defacement or damage is limited in accordance with A2.5. When in the judgment of the Company there is a likelihood that damage will result from providing the opening then the opening must be provided by the customer or applicant. When conduit for underground entrance is provided in accordance with the provisions of A5.1.6.B.3, the customer or applicant must provide the opening. When underground facilities without conduit are provided in accordance with A5.1.6.B.6 or 7, and the opening in the exterior wall will be below the existing or proposed ground level, the customer or applicant must provide the opening. (T)

B. Additional Charges

1. Definition of Additional Charges
 - a. Additional charges are those applicable under special conditions as hereinafter set forth and they are in addition to other charges specified in this *Guidebook*. (T)
 - b. Additional charges may be initial nonrecurring charges, recurring monthly charges, termination charges or a combination of these types of charges. The types of additional charges applied in a specific case are determined by the Company with recurring charges being converted to nonrecurring charges and vice versa using standard time and cost of money computations.
 - c. Termination charges applicable to facilities subject to construction charges represent the present worth, at the time of disconnection, of the future monthly payments due under the contract.
2. Definition of Cost
 - a. The word "cost" when used in this Section refers to estimated cost involved in providing facilities for telephone service or equipment. Those costs 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) Administration 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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.2 General (Cont'd)

B. Additional Charges (Cont'd)

2. Definition of Cost (Cont'd)
 - b. Estimated cost installed as mentioned in A5.1.2.B.2.a.(3) and (6) 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. "The cost installed" and "accounting costs" will, at the request of a subscriber, be recorded as actual costs by means of a Keep Cost Authorization assigned to a particular project. (T)
 3. Charges for Work Performed Outside Regular Working Hours
The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, those charges for subscriber requested overtime. The hourly overtime charge or fraction thereof will be computed at 1.5 times the current directly assigned Company labor rates, rounded to the nearest dollar. The appropriate hourly charge will depend on the force group performing the work. (T)
 4. Cancellation of Requests for Service and Equipment
When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all costs incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
 5. Delay of Installation by Customer or Applicant
When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay. These charges will be based on the costs of sustaining the investment beyond a reasonable period of time for the period of the delay.
 6. Modification of Request for Service and/or Equipment
When a customer or applicant requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
 7. Expedited Installation and Construction
When at the request of a customer or applicant the Company expedites the installation or construction of facilities at a greater expense than would otherwise be incurred, charges equal to the excess of costs on an expedited basis over the estimated costs on a normal schedule basis apply. For specific service expediting charges to advance normal service intervals see Section A4.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.2 General (Cont'd)

B. Additional Charges (Cont'd)

8. Responsibilities of Parties Other Than Customers and Applicants

When telephone facilities are to be provided at a location where at that time, there are no customers or applicants for service (for example a building being constructed for sale or rent) the property owner and his agents are required to assume the responsibilities normally assumed by the customer or applicant, except as specified in A5.1.2.A.3. The ability of the Company to provide service is dependent on the customers, applicants or property owners and their agents fulfilling their responsibilities as outlined in this Section A5. If, under these conditions in this Section or other sections, the property owner or his agents refuse to assume the normal responsibility in regard to providing telephone facilities, then no Company facilities will be provided until a bona-fide applicant for service accepts these responsibilities. (T)

9. Authority for Constructing and Installing Telephone Facilities

When in the judgment of the Company it is necessary to secure authorization from a property owner or his agents to construct or install telephone facilities at a specific location the customer or applicant is required to secure such authorization in a proper form and without expense to the Company.

A5.1.3 Pole Line Construction

A. General Distribution Facilities

1. Except as otherwise stated in this *Guidebook*, no construction charge is applicable for the provision of new general distribution pole line construction on public highways or other easements when such pole line is to be used in serving customers in general.
2. Construction charges for facilities located on public highways and other easements are computed as described following for entrance facilities except that the ownership of all the supporting structures is vested in the Company.

B. Entrance Pole Line Facilities

1. Entrance poles are poles located on private property used to support central office circuits required to serve a specific building or group of buildings located on the property. Poles required to support facilities to serve subdivisions, industrial parks, or other areas where streets are dedicated to public use and where such poles are placed on dedicated street rights-of-way or in dedicated utility easements, these poles are not considered entrance poles.
2. The Company will furnish as many as two entrance poles on the property without charge and ownership and maintenance of such poles is vested in the Company. Construction charges based on cost apply for entrance poles in excess of two and the ownership and maintenance of these poles is vested in the applicant or customer.

In lieu of the arrangement described preceding, the subscriber may at his own expense provide all poles on private property (above the allowance of 2) necessary to serve him if such poles are properly located and suitable for use. Ownership and maintenance of such poles is vested in the customer or applicant. The Company may, after notice in writing to the customer, without incurring any liability thereby, discontinue furnishing service if the poles are not maintained or used in accordance with accepted safety standards.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.3 Pole Line Construction (Cont'd)

B. Entrance Pole Line Facilities (Cont'd)

3. A maximum of 750 feet of the cable or wire facilities which are required for central office circuits will be provided at no additional charge. Except as otherwise specified, construction charges may apply for all other cable or wire facilities provided in connection with pole line entrance facilities. Ownership and maintenance of all cable and wire facilities provided either with or without construction charges is vested in the Company.

C. Local Distribution Pole Line Facilities

1. Local distribution poles are poles between buildings on private property other than entrance poles, used to support local wire and cable facilities for extension lines, PBX or *Centrex Type* Services station lines, signaling circuits, etc. (C)
2. The Company will perform the work to provide local distribution poles at the customer or applicant's expense. Ownership and maintenance of such poles will be vested in the customer or applicant.
3. In lieu of the arrangement described in A5.1.3.C.2. preceding, the customer or applicant may provide all local distribution poles in accordance with A5.1.3.B.3. preceding for entrance pole line facilities, except that no allowance is provided for local distribution poles.
4. The application of construction charges for cable and wire facilities provided in connection with local distribution pole line facilities is described in A5.1.10. following.
5. Ownership and maintenance of all cable and wire facilities provided either with or without construction charges is vested in the Company.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.4 Reserved For Future Use

A5.1.5 Reserved For Future Use

A5.1.6 Underground Construction

A. General Distribution Underground Facilities

1. General distribution underground conduit is conduit in which cable facilities required to serve customers generally are placed.
2. The Company will place general distribution facilities underground without conduit where in its opinion conditions are suitable.
3. Except as otherwise stated in this *Guidebook*, no construction charge is applicable for the provision of new general distribution underground construction on public highways or other easements when such underground facilities are to be used in serving customers in general.
4. Construction charges for facilities located on public highways and other easements are computed as described following for entrance facilities except that the ownership of all the supporting structures is vested in the Company. (T)

B. Underground Entrance Facilities

1. Underground entrance facilities consist either of underground conduit in which the entrance underground cable is placed or, in lieu of conduit, where in the opinion of the Company conditions are suitable, of only excavation and fill-in which buried underground wires or cables are placed, on private property required to serve one building or group of buildings. Entrance underground conduit is provided as specified in A5.1.6.B.3. Entrance underground facilities without conduit are provided as specified in A5.1.6.B.6. (T)
2. Where the general distribution system is underground, or is about to be placed underground, all existing customers and applicants along the route thereof are required to arrange for underground entrance conduit or underground entrance facilities without conduit to connect to the general distribution underground system.
3. The customer or applicant is responsible for providing, at his own expense, all conduit located on private property including all conduit located on easements or rights-of-way, excluding public streets and highways, dedicated to public use but maintained by the customer or applicant. The Company may also require that a pull wire be provided by the customer or applicant for the purpose of placing wire or cable.
4. At the request of a customer or applicant the Company may agree to provide conduit normally provided by the customer or applicant at charges based on cost. If a group of customers or applicants so desire and it is practicable to do so, a type of distribution may be employed where underground conduit is constructed from the public street or highway to one of the buildings and thence successively to the other buildings on the private property of the respective customers or applicants provided the facilities to provide service to one or more customers are not required to pass through the building of another customer. In such cases the construction charge is apportioned among the parties equitably, taking into consideration their respective locations.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.6 Underground Construction (Cont'd)

B. Underground Entrance Facilities (Cont'd)

5. The Company will place its underground entrance cables in conduit provided and maintained by the customer or others if in its opinion the conduit is properly located and suitable for such use. Permission to use such conduit must be furnished to the Company free of cost. The Company may, after notice in writing to the customer, without incurring any liability thereby, discontinue furnishing service in this manner, if in its opinion the conduit is not properly maintained or used in accordance with accepted safety standards. The Company will provide in conduit at no additional charge a maximum of **750** feet of cable and wire facilities required for central office circuits. Except as otherwise specified, construction charges based on cost may apply for all other cable and wire facilities provided in underground entrance conduit. Ownership and maintenance of all cable and wire facilities provided either with or without construction charges is vested in the Company. (C)

6. Except as provided in A5.1.6.B.7. following, where general distribution facilities are underground and when the ground condition is, in the opinion of the Company, such that increased costs will not be involved in trenching, the Company will place entrance facilities for central office circuits underground without use of conduit at no additional charge for a maximum of **750** feet of the building entrance. A construction charge based on cost applies for excavation and fill-in in excess of **750** feet except where the excavation and fill-in is provided and maintained by the customer or others and the construction is in accordance with the specifications of the Company. The Company will provide in underground facilities without conduit at no additional charge a maximum of **750** feet of cable and wire facilities required for central office circuits. Except as otherwise specified, construction charges based on cost may apply for other cable and wire facilities provided in entrance underground facilities without conduit. Ownership and maintenance of all cable and wire facilities provided either with or without construction charges is vested in the Company. Permission to use the trench must be furnished to the Company free of charge. The Company may, after notice in writing to the customer, without incurring any liability thereby, discontinue furnishing service in this manner, if in its opinion the trench is not properly maintained or used in accordance with accepted safety standards. (C)

7. If the area adjacent to an existing or proposed opening for entrance facilities in the exterior wall of a building is paved or is to be paved or if other obstacles exist or will exist which will make the trenching impractical or unusually difficult, it is the responsibility of the customer or applicant to provide conduit under that area to the place where connection is to be made with buried facilities without conduit. If after entrance facilities are placed in accordance with A5.1.6.B.6. preceding and the ground surface is later paved or if other obstacles are installed which make additions and/or maintenance difficult and/or expensive, the customer will be required to remove and replace at his own expense any paving or other obstacles. In the event the Company agrees to perform this work charges based on cost involved will apply.

C. Where The General Distribution System Is On Poles

Where the general distribution system is on poles and is not to be placed underground, underground entrance facilities will be furnished in accordance with A5.1.7. following except that an underground entrance, which in the opinion of the Company is not unusually expensive, will be furnished without a construction charge where the customer or applicant provides conduit or excavates and backfills a trench to the specifications of the Company. Regular Service Charges quoted in Section A4. apply for this rearrangement.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.6 Underground Construction (Cont'd)

D. Underground Facilities Required by a Political Subdivision of a State

When a political subdivision of a state requests that existing aerial facilities be changed to underground facilities and/or that all new facilities be placed underground where a different type of construction would be used, the Company will increase its rates by a uniform percentage in the political subdivision involved in an amount sufficient to recover the difference between the cost incurred or to be incurred and the cost it would normally have incurred.

E. Local Distribution Underground Construction

1. Local distribution underground conduit is conduit between buildings on private property, other than entrance underground conduit, in which local underground cable facilities are placed for extension telephone and private branch exchange telephone lines, signaling lines, etc.
2. The customer or applicant is required to provide and maintain suitable local distribution underground conduit.
3. The Company will place local distribution facilities underground without the use of conduit where in its opinion conditions are suitable. In such cases the customer or applicant is required to provide and maintain suitable excavation and fill-in. The cost of excavation and fill-in if required in connection with maintenance or replacement of facilities of the Company is borne by the customer.
4. The application of construction charges for cable and wire facilities provided in connection with local distribution underground construction is described in A5.1.10.

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.

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)

A5.1.9 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. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.10 Application of Installation And Carrying Charges for Cable and Wire Facilities

A. Entrance cable and wire facilities in excess of the allowances stated in A5.1.3 and A5.1.6 will be provided on the basis of the following plan: (T)

1. A nonrecurring charge, based on cost, representing the capital cost of construction, will be applicable for all customers.
2. In addition, a monthly recurring charge, based on cost, representing the maintenance and administrative costs associated with the facilities, will be applicable to multi-line business and seasonal dwelling customers only.
3. Under this plan, where a portion of the facilities must be replaced at a later date due to having served its useful life, charges apply to the replacing of facilities placed after 11-2-79 as if such facilities were installed new.

B. When it is known or realized that the life of all or a part of outside circuit extensions will be shorter than the normal life of the plant or the cost of providing the plant is such as to render inadequate the mileage charges or the monthly cable carrying charges in lieu of mileage charges quoted in Section A13, construction charges apply as set out in A5.1.10.A for entrance facilities, except that no allowance is given in connection with extension lines. (T)

C. Cable and wire facilities specifically provided for off-premise circuits will be furnished in accordance with the provisions of A5.1.10.A.

D. Ownership and maintenance of cable and wire facilities for on-premises and off-premises circuits provided with or without construction charges is vested in the Company.

A5.1.11 Special Construction Charges for Multiple Lines Terminated at Private Residence Locations

A. When a subscriber requests more than five (5) lines or requests additional lines that result in more than five (5) total lines to a residence location, special construction charges may apply. If existing facilities are not available to satisfy the subscriber's request, it may be necessary to place an additional service drop or to use approved electronics to avoid placing a cable. If electronics are utilized, the subscriber shall be responsible for the non-reusable material costs and the labor costs, including removing and relocating the electronics. If the Company deems it appropriate to place a cable from the right-of-way or easement to the premises, the special construction charges should include the costs to construct the cable and the terminal which are not reusable for other subscribers.

B. When a subscriber requests more than five (5) lines or requests additional lines that results in a total of more than five lines at a residence location that requires the reinforcement of the distribution cable, special construction charges shall apply for the portion of the distribution facility that would not normally have been placed at that location by the Company.

1. If the cable is sized to serve only the subscriber's request, i.e. the existing cable is properly sized for the current additional line usage for that location, the total cost for the construction of the cable and associated terminal (s) shall be billed to the subscriber making the request.
2. If the cable is sized to reinforce the existing distribution facility as well as serve the subscriber's request, only the portion of the material and labor costs above the costs to reinforce the embedded cable shall be billed to the subscriber making the request.

C. The Company reserves the right to require a customer to pay special construction charges prior to the start of construction.

D. Construction charges may apply to a private residence location in accordance with other provisions contained within Section A5 for subscriber requests of five (5) or less lines. (T)

A5.1.12 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.

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.

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.

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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Reserved For Future Use

(M)

A5.3 Charges For Unusual Installations

(T)

A5.3.1 (DELETED)

(M)

A5.3.2 Reserved for Future Use

(M)

A5.3.3 Reserved for Future Use

(M)

A5.3.4 Construction On Government Reservations Or Commonly Owned Property

- A. The Company will provide facilities on property occupied by governmental agencies and/or commonly owned property associated with condominiums, cooperative apartments and so on, only if legal easements are furnished without expense being incurred by the Company. The amount of facilities to be provided on such property without construction charges will be determined in each case by the Company. For this property, responsibility normally assumed by the customer or applicant in connection with the installation and maintenance of facilities on private property, must be assumed by the governmental agency or condominiums or cooperative association administering the common property. (T)
- B. *Terms and conditions* in A5.3.4.A also apply when facilities are to be provided on property owned by a party other than the building owner. Under these circumstances the building owner will be required to secure legal easements and to assume the responsibility normally assumed by a customer or applicant.
- C. When a part of a building or other property is owned by one party and the other by other parties, these parties either at the time telephone facilities are to be installed or at the time a division in ownership is made, must designate a responsible party or parties acceptable to the Company who will agree to assume responsibility normally assumed by the customer, applicant, building owner or his agent.
- D. When service is furnished by using facilities provided in accordance with A5.3.4.A, B and C, and the parties do not comply with the *terms and conditions* of this Section or other Sections of this *Guidebook*, or do not maintain the facilities provided in a proper manner, the Company may without incurring any liability thereby discontinue furnishing service which is provided by using those facilities. (T)

A5.3.5 Clean Environment Equipment

- A. When, in the opinion of the Company, environmental conditions are expected to exist which could cause excessive maintenance problems and expense in connection with telephone service and equipment, the customer may be required to pay additional charges based on cost for "Clean Environment" equipment provided by the Company.
- B. In lieu of the arrangement in A5.3.5.A, the customer may, at his expense, provide an arrangement acceptable to the Company to insure clean environmental conditions. The Company may, after notice in writing to the customer, without incurring any liability thereby, discontinue furnishing service if the customer does not maintain his equipment in a manner which insures continuing clean environmental conditions. (T)

A5.3.6 Special Types of Cabling

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. Charges for Fire Retardant Cable per each 25 feet or fraction thereof:

	Nonrecurring		
	Charge	USOC	
(a) 2-pair	\$ 4.85	TEW02	
(b) 4-pair	5.70	TEW04	
(c) 25-pair	39.00	TEW25	

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.4 Special Service Arrangements

A5.4.1 General

Where practical, special equipment and arrangements 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. Charges for such special service arrangements will be based on the estimated costs computed in accordance with A5.1.2.B.2. (T)

A5.4.2 Reserved For Future Use

A5.4.3 Reserved For Future Use

A5.5 Reserved For Future Use

A5.6 Reserved For Future Use

A5.7 Reserved For Future Use

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan

A5.8.1 General

The Company will provide full or partial Emergency Service Continuity, subject to the rates, terms and conditions stated herein. Service is provided subject to a determination by the Commission, either upon petition by the Company or upon the Commission's own motion, that a Telecommunications Service Provider (TSP) has effectively abandoned service to its end users or that some other sufficient emergency (e.g., bankruptcy) exists to justify use of this *guidebook*. (T)

A5.8.2 Definition of Terms

ABANDONMENT DATE

The date determined by the Commission that a TSP abandoned or discontinued service to its end users, or the date that some other sufficient emergency exists to justify use of this *guidebook*. (T)

ABANDONED END USER

The former subscriber of a TSP that receives service under the *terms and conditions* of this *guidebook*. (T)

COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)

Any person or entity possessing a certificate to provide local exchange or exchange access services in conjunction with a Local Exchange Company.

EMERGENCY SERVICE CONTINUITY

The service(s) provided pursuant to this *guidebook*. (T)

NEW SERVICE PROVIDER

The service provider affirmatively chosen by an Abandoned End User. A new service provider can be either a TSP (CLEC, Interexchange Carrier (IXC) or ILEC) or the Company.

RESALE

Occurs when an entity purchases telecommunications service(s) on a wholesale basis from the Company and resells those service(s) to its customers.

TELECOMMUNICATIONS SERVICE PROVIDER (TSP)

A CLEC, IXC or ILEC.

A5.8.3 Application

- A. From the Abandonment Date until an Abandoned End User is transitioned to a New Service Provider, or until denial or disconnection of service as provided in A5.8.4, the Company will provide each Abandoned End User with the telecommunications service existing at the end user premises at the time of the Company's assumption of responsibility under this *guidebook*. Abandoned End Users will not be able to modify the telecommunications service until electing a New Service Provider. (T)
- B. The Company will provide its standard maintenance and repair services, where applicable, while providing Emergency Service Continuity.

A5.8.4 Notice

- A. Promptly after receipt of the Commission determination of abandonment or other emergency, the Company will provide notice to Abandoned End Users through the Company's service facilities and/or the public media. The notice will inform Abandoned End Users that:

1. Abandoned End Users may continue to receive telecommunications service through the Emergency Service Continuity Plan for a minimum period of fourteen (14) days from the date initial notice is given while Abandoned End Users decide upon and transition to a New Service Provider.
2. After the notice in *paragraph* 1 has been given and the time period in *paragraph* 1 has transpired, service will be denied unless the Abandoned End User has either transitioned to a New Service Provider or has placed an order to transition to a New Service Provider and that order is being processed. When service is denied, the Abandoned End User will be unable to make or receive calls; (T)
3. After the time period in *paragraph* 1 has passed and a minimum of fourteen (14) additional days have transpired, service will be disconnected unless the Abandoned End User has either transitioned to a New Service Provider or has placed an order to transition to a New Service Provider and that order is being processed.

- B. Use of Company facilities may be discontinued without notice at any time after an Abandoned End User has transitioned to a New Service Provider that does not require use of Company facilities.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan (Cont'd)

A5.8.5 Conditions

- A. Emergency Service Continuity will be provided where the Company has been the underlying facilities provider through a resale or a UNE-P arrangement with a TSP.
- B. To provide Emergency Service Continuity, the Company must have permission, either directly or through Commission order, to use the customer service record information of Abandoned End Users.
- C. To provide Emergency Service Continuity, the Company must have a waiver of any applicable Commission requirements relating to verification of a change in service provider and the "preferred local carrier freeze".
- D. All other non-rate terms and conditions applicable to general subscriber service (including, without limitation, the limits on the Company's liability for failure to provide service) apply to Emergency Service Continuity.

A5.8.6 Rates

- A. For each Abandoned End User that selects a New Service Provider other than the Company, the Company will charge the New Service Provider a rate equivalent to the appropriate 2-wire loop, port and feature rates (switch as is) in that provider's interconnection agreement for the period from the Abandonment Date through the last date the Company provides Emergency Service Continuity. Thereafter, the applicable rates, terms and conditions of the interconnection agreement for services ordered by the New Service Provider shall be charged, collected and observed.
- B. For each Abandoned End User that selects the Company as its New Service Provider, the Company may charge from the Abandonment Date the rates applicable to the services provided to the end user by the Company consistent with the Company's General *Exchange Guidebook*. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.9 Charges For Circuits With Terminations In The "Same Building"

- A. When due to the size of a building, or where for other reasons it is necessary, in the judgment of the Company, to provide exterior or special cable and wire facilities, additional charges apply based on the difference between the estimated cost to be incurred and the estimated cost that would have been incurred if standard interior cable and wire facilities had been installed.
- B. Where two or more structures are under separate roofs but are connected by enclosed passageways which are over 100 feet in length, the cost of the interior cable and wire facilities in excess of 100 feet are applicable in addition to other rates and charges. If, in the judgment of the Company, exterior type cable or wire facilities are required between terminations in different structures, then charges apply as though each structure were a separate building.

A5.10 Reserved For Future Use

A5.11 Pole And Anchor Attachment

A5.11.1 Application Of *Guidebook*

This *Guidebook* contains the rates, terms and conditions applicable to pole and anchor attachment accommodations granted to attachee by the Company.

(T)

(T)

A5.11.2 Definition Of Terms

ANCHOR

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

ANCHOR ATTACHMENT

A guy strand attached to an anchor.

ATTACHEE

The InterLATA Carrier or cable television system operator authorized by the Company to attach its facilities to poles and anchors.

ATTACHEE'S FACILITIES

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the attachee which are attached to a pole and/or anchor.

CABLE TELEVISION SYSTEM

A non-broadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

CABLE TELEVISION SYSTEM OPERATOR

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

CATV

Cable Television or Cable Television System

GUY STRAND

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

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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.2 Definition Of Terms (Cont'd)

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within the state.

(T)

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.

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.

MAKE-READY WORK

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

POLE

A pole owned by the Company.

POLE ATTACHMENT

Any item of attachee's facilities affixed to a pole.

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 on a pole and/or anchor.

A5.11.3 Undertaking Of The Company

A. Scope

Subject to the provisions of this *Guidebook*, the Company will authorize the attachment of an attachee's facilities to a pole and/or anchor for the purpose of providing the services of a cable television system, or for InterLATA carrier traffic subject to access charges. Rentals to all other occupants of Company poles and/or anchors will be grandfathered as to their use of the structures as of March 1, 1985.

(T)

B. Limitations

1. No use, however extended, of a pole and/or anchor 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 pole and/or anchor.

(T)

2. Nothing contained in this *Guidebook* shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole and/or anchor 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 entered into with others not covered by this *Guidebook* regarding the poles and/or anchors covered by this *Guidebook*.

(T)

4. Nothing contained in this *Guidebook* shall be construed to compel the Company to provide space on a pole or in an anchor 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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.3 Undertaking Of The Company (Cont'd)

C. Liability

1. The Company reserves to itself the right to locate and maintain its poles, anchors 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's use of the Company's anchors and/or poles.
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 pole and anchor attachments 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 A5.11.4.E 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 pole and/or anchor 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,
 - f. the attachee ceases to provide its services in the area covered by this *Guidebook*, or
 - g. the carrier services being provided via poles 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 A5.11.3.D. 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 the attachment authorization(s) affected by the condition(s).

E. Notices

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

(T)

(T)

(T)

(T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.4 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 attaches its facilities to poles and/or anchors located on the same public and/or private property. (T)
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)
3. No authorization granted under this *Guidebook* shall extend to any pole or anchor 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 poles or anchors are located. If the existence of attachee's facilities on a pole or anchor 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. (T)

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

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.

D. Claims and Damages

1. The attachee shall exercise precaution to avoid damaging the facilities of the Company and others attached to poles and/or anchors 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.
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 Worker'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 poles, anchors and/or guys in the erection, maintenance, use or removal of attachee's facilities.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.4 Obligation Of Attachee (Cont'd)

D. Claims And Damages (Cont'd)

5. Attachee's employees and employees of attachee's contractors shall assure themselves that any pole to be climbed has sufficient strength or is adequately based or guyed to support the weight of the said employees. The Company makes no warranty with respect to the condition of any of its facilities, and the attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees, agents and contractors, from and against any and all claims, demands, causes of action and cost, including attorney's fees, for injury to or death of attachee's employees or employees of attachee's contractors resulting from negligence in whole or in part of attachee, its contractors or their employees.
6. The attachee shall indemnify, protect and save harmless the Company and joint user from any and all claims, demands, causes of 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 poles, anchors and/or guys or otherwise.
7. 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 utility poles, anchors and/or guys 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 A5.11.4.D. The amounts of such insurance against:
 - 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 A5.11.4.E.1 must be effective before the Company will authorize attachment to a pole and/or anchor and shall remain in force until all of attachee's facilities have been removed from all such poles and/or anchors. 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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.5 Payment Arrangements

A. Payment Of Charges And Advance Payments

1. The attachee is responsible for all charges applicable in connection with the attachment of its facilities to a pole and/or anchor as specified in A5.11.4.
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 A5.11.7. 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 A5.11.7. 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 A5.11.5.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 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.

A5.11.6 Attachment Applications

A. General

1. Before the attachee shall attach to a pole and/or anchor, attachee shall make written application for and have received written authorization therefore from the Company.
2. Attachee shall limit the filing of applications for pole attachment authorizations to include not more than (300) poles and associated anchors on any one application and (1500) poles and associated anchors on all applications which are pending approval by the Company at any one time. Such limitations will apply to poles located within a single plant construction district of the Company. However, if the attachee files application in excess of the limits specified herein, the attachee shall designate a desired priority of completion of the preinstallation survey and "make-ready" work for each application relative to all other of its applications on file with the Company at the same time.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.6 Attachment Applications (Cont'd)

B. Multiple Applications

1. Classification

Applications received from multiple applicants for the same pole and/or anchor 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 attachment will be granted simultaneously to all multiple applicants involved.

- 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).

- (1) 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 pole and/or anchor.
 - (2) Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with A5.11.6.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 A5.11.6.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 Applicants(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 attachment; otherwise the Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicants.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.6 Attachment Applications (Cont'd)

B. Multiple Applications (Cont'd)

3. Conditions Applicable to Simultaneous Applicants

a. Make-Ready Work

Multiple applicants must develop a mutually agreeable order of pole or anchor 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 attachment authorization for all multiple applications involved.
- (2) Any multiple applicant who fails to agree to the alternative arrangement will be considered by the Company to have cancelled its application(s) relative to the poles and/or anchors 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 attachment by the multiple applicants.

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 attachment 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 A5.11.6.A. preceding will determine the priority of make-ready work completion by the Company. Any change in priority of pole and/or anchor 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.

- (1) The initial applicant will be charged the total cost incurred by the Company to accommodate the attachment of the initial applicant's facilities on poles and/or anchors on a non-simultaneous basis.
- (2) The additional applicant(s) will be charged the total cost incurred by the Company to accommodate the attachment of the additional applicant's facilities on poles and/or anchors for which prior attachment or 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. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.7 Make-Ready Requirements

A. Pole And/Or Anchor

1. When an application for attachment to a pole and/or anchor is submitted by an attachee, a pre-authorization survey will be required to determine the adequacy of the existing pole and anchor to accommodate attachee's facilities. Utilization of the available capacity of an existing anchor, when such utilization does not result in a reduction of the holding capacity below the level normally required by the Company for safety or other purposes, will be permitted at the option of the Company and agreement by the attachee to payment of the charges as specified in A5.11.9. 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 any portion of the pre-authorization survey. (T)
2. The field inspection portion of the pre-authorization survey, which requires the visual inspection of existing poles and anchors will be performed by the Company (with optional participation by joint user and/or attachee). The administrative processing portion of the pre-authorization survey, which includes the processing of the application, the preparation of the make-ready work orders, the coordination of work requirements and schedules with joint users and other attachees will be performed by the Company.
3. In the event the Company determines that a pole and/or anchor to which attachee desires to attach is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachee's facilities, the Company will advise the attachee in writing of the estimated make-ready charges that will apply. Attachee shall have (90) days from receipt of said written notification to indicate its authorization for completion of the required make-ready work by rendering payment of the stated charges. However, if the Company receives a request from an additional applicant for attachment to a pole or anchor for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (15) days after receipt of written notification from the Company of the additional attachment request or until the end of the aforementioned (90) day period, whichever period of time is shorter.
4. Make-ready work will be performed following receipt of the required advance payment by the Company. Attachee shall pay the Company for all make-ready work in accordance with the provisions of this *Guidebook* and shall also make arrangements with the owners of other facilities attached to such poles or anchors regarding reimbursement for any expense incurred by them in transferring or rearranging their facilities to make such attachment accommodations available. Attachee shall not be entitled to reimbursement of any amounts paid to the Company for pole or anchor replacements or for rearrangement of facilities on a pole or anchor by reasons of the use by the Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement. (T)
5. Should the Company, joint user or a governmental entity with pole or anchor attachment rights need, for its own service requirements, to attach additional facilities to any pole or anchor to which attachee is attached, or avail itself of the holding capacity of an anchor being utilized by an attachee, attachee will either rearrange its facilities on the pole or anchor or transfer them to a replacement pole or anchor as determined by the Company so that the additional facilities of the Company, joint user or governmental entity may be attached. The cost of such rearrangement and/or transfer including replacement of an anchor will be at the sole expense of the attachee. If attachee does not rearrange or transfer its facilities within (15) days after receipt of written notice from the Company requesting such rearrangement or transfer, the Company or joint user may perform or have performed such rearrangement or transfer and the attachee shall be liable for the full 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. (M)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

(M)

A5.11.8 Inspection Of Pole And Anchor Attachments

A. Procedures

1. The Company reserves the right to make periodic inspections of any part of attachee's facilities attached to a pole or anchor 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 A5.11.4.C.
 - 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 to 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 Attachment

1. If any of the attachee's facilities shall be found attached to a pole or anchor 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 attachment, a pole or anchor attachment application. If such application is not received by the Company within the specified time period, attachee may be required to remove its unauthorized attachment 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)
2. For the purpose of determining the applicable charge, all unauthorized pole or anchor attachments 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 attach facilities of the same system to poles or anchors, whichever period shall be the shorter; and the rates shall be twice the rate specified in A5.11.9.B in addition to twice the "make ready" charge that would have been imposed if the attachment had been properly authorized. This charge shall be due and payable forthwith whether or not the attachee is permitted to continue the pole or anchor attachment. (T)
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. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.9 Rates And Charges

A. Pole And Anchor Attachments - General

1. Attachment charges commence on the first day of the second calendar month following the date that authorization is granted for such attachment; and cease as of the final day of the calendar month in which the attachment is physically removed.
2. A one month minimum charge is applicable for all attachment accommodations.
3. All attachment charges are payable in advance semi-annually on the first day of January and July.
4. Total attachment charges under A5.11.9.A.3. preceding shall be based upon the number of poles and/or anchors 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 attachment charges applicable for all attachments initially authorized by the Company during the preceding 6-month period.

B. Rates

1. Pole and Anchor Attachment

	Annual Rate	USOC	
a. Reserved for Future Use			
b. Reserved for Future Use			
c. Per Attachment -			
(1) Per foot of usable space			
(a) Two user	\$4.62	NA	(I)
(b) Three user	4.62	NA	(I)
(2) Per anchor attached			
(a) Two user	-	NA	(I)
(b) Three user	-	NA	(I)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.9 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 pole and/or anchor accommodations as covered by this Guidebook shall be based upon the full cost, plus 10 percent (10%) of such amount, to the Company for performance of such work. Such charges will apply for, but not be limited to, pre-authorization 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 pole and/or anchor accommodations.

2. Replacement of Facilities

The charge for replacement of a pole or anchor required to accommodate attachee's facilities shall be based on the Company's fully installed costs less salvage value, if any.

D. Composite Rate

1. General

a. A composite rate based on relative pole population will be used until accurate records can be obtained from a survey of existing attachments.

b. This rate will be effective until completion of the survey at which time retroactive billing adjustments will be made.

2. Rates

a. Composite Rate

(1) Per *foot of usable space*

(a) *Per foot*

Rate	USOC	(C)
\$4.25	NA	

(R)(C)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy

(T)

A5.12.1 Application Of *Guidebook*

(T)(M)

This *Guidebook* contains the rates, terms and conditions applicable to conduit occupancy accommodations granted to attachee by the Company.

(T)(M)

A5.12.2 Definitions Of Terms

ATTACHEE

The InterLATA Carrier or cable television system operator 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.

CABLE TELEVISION SYSTEM

A non-broadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

CABLE TELEVISION SYSTEM OPERATOR

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

CATV

Cable Television or Cable Television System

CONDUIT

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

CONDUIT OCCUPANCY

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

CONDUIT SYSTEM

Any combination of ducts, conduits, manholes, hand-holes, 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.

(T)

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within 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. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

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 the services of a cable television system, or for 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 December 4, 1985, and existing contracts will be canceled at their earliest possible date. At the discretion of the Company, this *Guidebook* may be expanded from time to time to include other occupants. (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. (T)

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's use of the Company's conduit systems.
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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

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

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.E 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.
 - f. The attachee ceases to provide its services in the area covered by this *Guidebook*, or
 - 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. 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 under this *Guidebook* 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*.
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.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.4 Obligation Of Attachee (Cont'd)

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. (M)

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. (T)
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 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. (T)

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 Worker'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 of 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. The amounts of such insurance against:
 - 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.E.1 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.

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.

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

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.
- 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. (T)

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, 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. (T)

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. (M)

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 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 total cost 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 total cost 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.
 - 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 Tariff nor otherwise; provided, however, that the attachee shall be subject to all liabilities, obligations and responsibilities of this Tariff in regard to said unauthorized use from its inception.

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) (DELETED)			
(b) (DELETED)			
(c) Full duct, per foot	\$.31	NA	(I)
(d) Inner duct, per foot	.20	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			
The 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 Tariff shall be based upon the full cost, plus 11.62 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 Reserved for Future Use

(DELETED)

(T)

(D)