

SCHEDULE OF RATES, CHARGES AND
REGULATIONS GOVERNING

FACILITY SPACE ATTACHMENT

Licensing of the Right to Contact Poles
and Occupy Duct

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

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FACILITY SPACE ATTACHMENT

Application:

This tariff applies to the rental of contact space on poles or duct space in conduits owned by Hiawatha Telephone Company, hereinafter referred to as the Telephone Company, in Exchanges of the Telephone Company in Michigan, to anyone other than another utility.

Explanation of symbols

The nature and extent of revisions of these tariffs is indicated on the right hand margin by the following symbols:

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

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FACILITY SPACE ATTACHMENT

General:

1. Facilities owned by other businesses or individuals (hereinafter called Licensee), may occupy space on Telephone Company poles or in Telephone Company conduits if, in the judgement of the Telephone Company, it will not interfere with the Telephone Company's present or future service requirements and it would be satisfactory from a safety standpoint.
2. The permit to contact poles or occupy space in conduits is also conditioned on the terms of all existing Telephone Company permits, licenses, easements, or consents from property owners and governmental authorities having jurisdiction.
3. All of the Licensee's cables, wires, and associated equipment shall be erected and maintained in accordance with the requirements and specifications of Michigan Public Service Commission Order No. 1679, as amended, other applicable rules or orders of the Michigan Public Service Commission, and other authorities having jurisdiction.
4. All of the Licensee's cables, wires, and associated equipment shall be erected and maintained by properly trained, skilled workmen who are fully qualified to perform such work in proximity to communications and electric lines and equipment.
5. The Telephone Company may specify the location on its pole or poles at which attachments are to be made. In the event an attachment at the location specified by the Telephone Company would violate any applicable law, rule, regulation, ordinance or order of any governmental authority or regulatory body, including the Michigan Public Service Commission, the Licensee shall so advise the Telephone Company and obtain its authorization, to make such attachment at a location which does not violate any such law, rule, regulation, ordinance or order. It shall be the sole responsibility of the Licensee to determine if the making or maintaining of attachments at the specified location or locations will violate any such law, rule, regulation, ordinance or order. No attachment shall be made or maintained at a location that violates any such law, rule, regulation, ordinance or order.
6. No use, however extended, of Telephone Company poles or conduits or payment of any fees or charges of this tariff should create or vest in Licensees any owner or property rights in said poles or conduit.

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FACILITY SPACE ATTACHMENT

Application and Permit Procedure:

1. Written procedures developed by the Telephone Company shall be used by Licensee when requesting permission to contact poles or occupy duct space in conduit. No pole contacts shall be made by Licensee without a written permit from the Telephone Company.
2. If facilities of Licensee are found on a pole of the Telephone Company for which no permits exists, Licensee shall be obligated for payment of the permit fee and pole contact rental fee for a three year period.

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FACILITY SPACE ATTACHMENT

Right of Way for Licensee's Attachments

Licensee shall be responsible for securing from property owners and governmental authorities having jurisdiction, all necessary permits, licenses, easements, franchises and consents relating to the Licensee's erection and maintenance of cables, facilities and equipment at any pole or conduit location before making any attachment to facilities of the Telephone Company.

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FACILITY SPACE ATTACHMENT

Facility Alterations for Licensee's Attachments

1. If any alterations of Telephone Company facilities are necessary to allow Licensee to contact poles of the Telephone company or utilize duct space in conduits, Licensee will be responsible for these costs.
2. Billing for engineering and labor will be at the Telephone Company's normal billable hourly rate for custom engineering and labor. Billing for material will be at the Telephone Company's normal billable rate for material.
3. The Telephone Company will submit an estimate of cost to survey, engineer and construct any changes.
4. The Telephone Company must receive approval in writing from Licensee to pay estimated costs before any work can begin.
5. Licensee will make a deposit to cover estimated cost.

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FACILITY SPACE ATTACHMENT

Maintenance of Licensee's Attachments

1. Licensee shall make and maintain its attachments in safe condition and in thorough repair, at its own expense, and in such a manner, suitable to the Telephone Company, that said attachments will not conflict with the use of poles by the Telephone Company or other authorized parties, or interfere with the operation or use of facilities which are or which may, from time to time, be placed thereon.
2. The Licensee shall at any time, at its own expense, upon notice from the Telephone Company, relocate, replace, or renew its facilities placed on said poles, transfer its facilities to replacement poles, or perform any other work in connection with said facilities that may be required by the Telephone Company; provided, however, that if the the Licensee neglects or refuses to do so, or in cases of emergency, the Telephone Company shall have the right to remove, relocate, or transfer such facilities to replacement poles, and the Licensee shall, on demand, reimburse the Telephone Company for the costs thereby incurred.

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FACILITY SPACE ATTACHMENT

Rates:

1. Application fee accompanying this permit, \$35.00; plus
 - a. Each pole to be contacted, \$3.00; plus
 - b. Each duct to be used, \$3.00.
2. Annual rental fee*
 - a. Each pole contacted, \$4.95.
 - b. (1) Each foot of a duct utilized, \$1.00.
(2) Each manhole utilized, \$10.00.
 - c. Annual fees shall be billed on or about January 1 of each year for that calendar year and payment is due 30 days after bill date.
3. For each pole contact covered by a permit granted after January 1 of any year, Licensee will pay the proportionate share for the remaining days of that calendar year. The same provisions apply for conduit duct space.
4. For each pole contact discontinued after January 1 of any calendar year for which the Telephone Company is notified, the Telephone Company will issue a credit based on the remaining days of that calendar year. The same provisions apply for conduit duct space.

* The annual rental fee will be applied for all bills rendered after the effective date of this tariff sheet.

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Termination of Attachments:

1. Upon notice from the Telephone Company to Licensee that the use of any pole or conduit is not authorized by an appropriate authority or private property owner, the permit shall be cancelled and Licensee shall remove its facilities from the aforesaid pole or conduit.
2. Upon notice from the Telephone Company that it intends to abandon any pole or conduit, Licensee will remove its facilities from that pole or conduit. The Telephone Company may sell abandoned facilities to Licensee at a fair and equitable price as may be agreed upon between the parties.

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FACILITY SPACE ATTACHMENT

Liability and Insurance:

1. The Telephone Company reserves the right to maintain its poles and conduits and to operate its facilities thereon and therein in such a manner as will best enable it to fulfill its own service requirements
2. The Telephone Company shall not be liable to Licensee or customers of Licensee for any interruption in service resulting from Licensee's contacts or facilities of the Telephone Company.
3. The Licensee shall exercise special precautions to avoid damage to facilities of the Telephone Company and of others on the poles of the Telephone Company. Licensee assumes responsibility for any and all damage to such facilities arising out of or caused by the conduct or property of the Licensee, whether by the negligence of the Licensee or otherwise. The Licensee shall make an immediate report to the Telephone Company or other owner of any such damage and hereby agrees to reimburse the Telephone Company or other owner for expenses incurred by them in making necessary repairs and replacements.
4. The Licensee shall assume all responsibility for bodily injury to persons, including death or damages, sustained or claimed by its employees, the employees of the Telephone Company, or by any other person, and also for damage to property, including property of the Licensee, the Telephone Company, or any other person, and also for any interruptions to utility service which may occur or allegedly occur because of, or result from, or in any manner are connected with or directly or indirectly arise out of or are caused in whole or in part by the erection, maintenance, presence, replacement, use or removal of the Licensee's facilities hereunder or by the proximity of the Licensee's cables, wires, and associated equipment and those of the Telephone company or other users of the Telephone Company poles, or by any action, operation or omission of the Licensee, its agents, contractors or employees, under this agreement; and the Licensee shall assume all responsibility for and shall indemnify and save the Telephone Company harmless from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, costs, expenses, attorney fees, settlements, judgements, orders and decrees of every nature and description brought or recovered against, or incurred by, the Licensee, the Telephone Company, or both of them, by reason of any such bodily injury to persons, damage to property, or interruptions to service. Notwithstanding the foregoing, the Licensee shall not be required to indemnify the Telephone Company against liability for damages arising out of bodily injury to persons, damage to property or interruptions to service caused by or resulting from the sole negligence of the Telephone Company, its agents, or employees.

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FACILITY SPACE ATTACHMENT

Liability and Insurance:

4. (Continued)

Licensee shall also indemnify, protect and save harmless, the Telephone Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with the Telephone Company's poles or otherwise.

Without limiting the foregoing, the Licensee shall, at the request of the Telephone Company, defend, at the Licensee's expense, any suit or proceeding brought against the Telephone Company for any of the above-named reasons.

5. A. The Licensee shall, at its sole expense, secure and maintain in force in the name of the Licensee, policies of insurance of the following types:
1. Workers' Compensation Insurance with Michigan statutory limits.
 2. Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$500,000 per occurrence.
 3. Comprehensive Automobile Liability Insurance with a minimum combined bodily injury and property damage single limit of \$100,000 per occurrence, providing coverage for owned, non-owned and hired vehicles.
- B. Either a certificate of insurance or certified copies of the policies must be filed with and approved by the Telephone Company prior to the attachment of facilities of the Licensee to any pole or poles of the Telephone Company or the placement of facilities in conduit of the Telephone Company.
- C. Licensee's insurance carrier shall notify the Telephone Company that the policies of insurance, as issued in 5A preceding will be cancelled or changed so that their requirements will no longer be satisfied.

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