

Schedule of

GENERAL RULES AND REGULATIONS

Applying to the Intrastate  
Services and Facilities of the

BLOOMINGDALE TELEPHONE COMPANY

in

Michigan

GENERAL RULES AND REGULATIONS

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By: Thomas Beltz, General Manager

Bloomington, Michigan

GENERAL RULES AND REGULATIONS

APPLICATION AND EXPLANATION OF SYMBOLS

A. APPLICATION

1. These rules and regulations apply to the Intrastate services and facilities furnished by the Bloomington Telephone Company, hereinafter referred to as the Telephone Company, or Company. Failure on the part of the subscribers to observe these regulations and rules of the Telephone Company, after due notice of such failure, automatically give the Telephone Company the privilege to discontinue the furnishing of service.
2. In the event of a conflict between any rate, rule or regulation, or provision contained in these General Rules and Regulations and any rate, rule or regulation, or provision contained in the Local Exchange Service Tariffs, the General Exchange Service Tariffs or the Message Toll Telephone Service Tariffs, the rate, rule, regulation, or provision contained in the specific tariffs shall prevail.
3. Should any tariffs of this Company conflict with rules or regulations applying to all telephone utilities which are approved by the Michigan Public Service Commission, the rules and regulations established by the Commission will take precedence.

B. EXPLANATION OF SYMBOLS

The nature and extent of revisions of these tariffs is indicated in 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 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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By: Thomas Beltz, General Manager

Bloomington, Michigan

GENERAL RULES AND REGULATIONS

OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

A. INTERRUPTIONS OF SERVICE

If service is interrupted for more than twenty-four (24) hours, other than by negligence or willful act of the customer, after notice to the Telephone Company, an allowance at the minimum rate for the telephone facilities and class of service affected at the time of the interruption shall be made for the time such interruption continues upon notice and demand to the Company. No other liability shall in any case attach to the Company on account of interruptions of service. Refund will be made on a base rate of 1/20 of the monthly rate for each twenty-four (24) hours or fraction thereof that the service interruption continues.

B. DIRECTORY ERRORS AND OMISSIONS

1. The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of errors or omissions from its directories, nor for the result of the publications of such errors in the directory, nor will the Telephone Company be a party to controversies arising between customers or others as a result of listings published in its directories.
2. In cases of error or omission of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listings during the period which the error or omission continues.

C. TRANSMITTING MESSAGES

The Telephone Company does not transmit messages, but offers the use of its facilities for communications between customers. If, because of transmission difficulties, the operator, in order to accommodate the customer, repeats messages, she is deemed to be acting as the agent of the person involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of errors.

D. USE OF CONNECTING COMPANY LINES

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points outside this Company's service areas. In establishing connections with the lines of other Companies, the Telephone Company is not responsible or liable for any action of the Connecting Company.

E. DEFACEMENT OF PREMISES

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's working on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

GENERAL RULES AND REGULATIONS  
OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

F. BILLING ERROR ADJUSTMENTS

1. Services under written contract

- a. Adjustment of charges will be made when billing errors are brought to the attention of the Company. The adjustment (additional billing or refund) will be determined from records without regard to time period, except as provided in the Statute of Limitations. Refunds due the customer will be paid with interest on any amounts for service supplied over one year from the date the billing inquiry was initiated, at the interest rate specified for credit deposits.

2. All other services

- a. All services supplied will be billed within one year. In the adjustment of charges because of errors in billing within one year from the date the billing inquiry was initiated, correction will be made in the full amount for that period of time.
- b. No customer will be liable for net underbilled service after one year, except when the service was obtained by the customer by fraud or deception. Correction of billing errors will be made for the period over one year from the date the billing inquiry was initiated to determine a net refund due the customer. This refund will be paid together with interest at the rate established for credit deposits.

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GENERAL RULES AND REGULATIONS

USE OF SERVICE AND FACILITIES

A. OWNERSHIP AND USE OF EQUIPMENT AND RESALE OF SERVICE

Lines furnished by the Telephone Company on the premises of a customer are the property of the Telephone Company, whose agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the lines. Such lines are not to be used for any message where any toll consideration has been or is to be paid any party other than the Telephone Company, without the written consent of the Telephone Company.

B. INSTALLATION IN HAZARDOUS LOCATIONS

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Telephone Company may refuse to install and maintain such service and, if such service is furnished, may require the customer to install and maintain such service and may also require the customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

C. USE OF CUSTOMER SERVICE

Customer telephone service, as distinguished from paystation service, is furnished only for use by the customer, his family, employee or business associates, or persons residing in the customer's household, except as the use of Business Service may be extended to joint users. The Telephone Company has the right to refuse to install customer service or to permit such service to remain on premises of a public or semi-public character when the instrument is so located that the public in general or patrons of the customer may make use of the service. At such locations, however, service may be installed, provided the instrument is so located that it is not accessible for public use. (D)

D. TAMPERING WITH EQUIPMENT

The Telephone Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located any telephone equipment owned by the telephone company which shows any evidence whatsoever of tampering, manipulation, or operation or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

E. USE OF PROFANE LANGUAGE, IMPERSONATION, ANNOYANCE

The telephone company may refuse to furnish or may deny telephone service to any persons, firm or corporation who, over the facilities furnished by the telephone company, use or permit to be used, foul, abusive, obscene, or profane language; or impersonate or permit others to impersonate any other individual with fraudulent or malicious intent or to repeatedly annoy or offend another.

F. GOVERNMENTAL OBJECTIONS TO SERVICE

Whenever the judge of any court or record having jurisdiction over criminal offenses, the Attorney General of Michigan, or the United States Attorney in and for any federal judicial district in Michigan, or the Prosecuting Attorney, shall represent in writing to the Telephone Company that he has probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of specified criminal offense, and in such writing shall request that such service be discontinued, it shall be, and with like effect as to both the Telephone Company and the customer as though the latter had of his own volition directed the same be done.

GENERAL RULES AND REGULATIONS

USE OF SERVICE AND FACILITIES

G. INJURIOUS USE OF SERVICE

If the service of another customer or manner of use of a service or facility affects injuriously the efficiency of the general telephone system or circuit, the Telephone Company may deny service to the offending customer until arrangements can be made to discontinue the injurious use of the facility.

H. CALLING PARTY REQUIREMENT

1. The calling party on any local or long distance telephone call is required to establish the calling party's identity to the satisfaction of the called party.
2. The called party has the right to have any call terminated at any point in the conversation by hanging up the called telephone. The calling party is required to disconnect any call immediately when the called party indicates the call should be discontinued whether verbally or by hanging up the receiver to disconnect the call.
3. Exclusions
  - a. Governmental agencies for advising of emergency situations - agency identification is required.
  - b. Part 2 above does not apply where prior satisfactory arrangements are made in compliance with Part 1 above in connection with the use of automatic dialers with recorded or electronically reproduced information.

GENERAL RULES AND REGULATIONS

ESTABLISHING AND FURNISHING OF SERVICE

A. APPLICATION FOR SERVICE

Applications for service become contracts upon the establishment of service. Applicants for service may be required to pay in advance at the time application is made, all charges accruing for the first billing period for exchange service, the service charges and non-recurring charges, applicable. Such Contracts are subject to these General Rules and Regulations, the General Exchange Service Tariffs and the Local Exchange Service Tariffs for the particular exchange from which service is to be furnished. Any change in rates, rules and regulations shall act as a modification of the contract.

B. TELEPHONE NUMBERS

The customer has no property right in the telephone number and the Telephone Company may change the telephone number whenever exigencies of the business so require.

C. ALTERATIONS

The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring; and the customer agrees to pay the Company's current charges for such changes.

D. PAYMENT FOR SERVICE

Charges for exchange service and facilities, and for toll messages (including charges for messenger service), are due when billed. The customer is responsible for all charges for telephone service rendered at his telephone or charged to his Toll Credit Card, both exchange and toll, including charges for toll messages on which the charges have been reversed. Failure to receive a bill does not relieve the customer of his liability.

E. MAINTENANCE AND REPAIRS

All expenses of ordinary maintenance and repair to the Telephone Company facilities is borne by the Telephone Company. The customer agrees to take good care of the instrument and all accessories connected therewith. In case of loss of, damage to, or destruction of any of the Company's facilities, not due to ordinary wear and tear, the customer is held responsible for the costs of replacing the facilities destroyed or for the cost of restoring the facilities to its original condition, except where such damage is not occasioned by the negligence of the customer. Customers may not rearrange, disconnect, or remove any wiring installed by the Telephone Company, except upon written consent of the Telephone Company.

F. UNUSUAL INSTALLATION COSTS

Where special conditions or special requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs.

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GENERAL RULES AND REGULATIONS

ESTABLISHMENT AND MAINTENANCE OF CREDIT

A. ESTABLISHMENT OF CREDIT

The Telephone Company is not obligated to furnish service to any individual or firm that owes service previously rendered until arrangements have been made to liquidate such previous indebtedness to the Company. In order to insure the payment of all charges due for its service, the Telephone Company may require any customer to make a cash deposit.

B. AMOUNT OF DEPOSITS

The amount of deposit required for the purpose of establishing a customer's credit shall not exceed his estimated bill for exchange service and toll charges for two months. The Telephone Company may require the customer to increase the amount of the deposit at any time if, in its opinion, the charges billed against the customer are found to warrant such an increase.

C. DEPOSIT NOT TO AFFECT REGULAR COLLECTION PRACTICES

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Telephone Company providing for the discontinuance of service for non-payment of any sum due the Telephone Company for services rendered. The Company may discontinue service to any customer failing to pay current bills without regard to the fact that such customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

D. INTEREST TO BE PAID ON DEPOSITS

Interest at the rate of 9% per annum shall be paid by the Company on all deposits made for the purpose of establishing credit. Simple interest shall be computed from the date of payment of the deposit and shall be paid annually or at the time of discontinuance of service or date of refund of the deposit.

E. DISCONTINUANCE OF SERVICE FOR FAILURE TO ESTABLISH CREDIT

Service may be discontinued for failure to establish credit, as authorized above, within five days after the Company has served or mailed notice requiring the customer to do so.

F. RESTORAL OF SERVICE

Restoral of service charges apply where service has been temporarily denied for non-payment - but not terminated - or where, on account of non-payment charges, the Telephone Company's representative visits the premises of the customer to disconnect and remove the equipment and because of payment does not remove the equipment.

Restoral of service charges does not apply where service has been terminated, in that event, service is re-established on the basis of a new application for service and the charges associated therewith apply (See Service Charges).

G. ADVANCE PAYMENTS

Applicants may be required to pay one month's exchange service, plus service connection charges and applicable installation charges and taxes before service is furnished by the Company.

GENERAL RULES AND REGULATIONS

APPLICATION OF BUSINESS AND RESIDENCE RATES

A. BUSINESS RATES APPLY AT THE FOLLOWING LOCATIONS:

1. In offices, stores, factories, mines, and all other places of a strictly business nature.
2. In boarding houses, college fraternities or sorority houses, except as noted under B-2, offices of hotels, halls, and offices of apartment buildings, quarters occupied by clubs or lodges, schools or colleges, hospitals, libraries, churches, and other similar institutions.
3. As residence locations when the customer has no regular business telephone and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered of a business nature, which fact might be indicated by advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to a residence telephone during the intervals when, in compliance with law or established custom, business places are ordinarily closed.
4. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under B-3 below.

B. RESIDENCE RATES APPLY AT THE FOLLOWING LOCATIONS:

1. In private residences where business listings are not provided.
2. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than five boarders, provided business listings are not furnished.
3. In the place of residence of a clergyman or nurse, and in the place of residence of a physician, surgeon, or other medical practitioner, dentist or veterinary, provided the customer does not maintain an office in the residence and has business service at another location.

GENERAL RULES AND REGULATIONS  
INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE

A. INITIAL CONTRACT PERIODS

1. Except as provided elsewhere in the tariffs of the Company for specific service offerings, the initial ( or minimum) contract period for all services and facilities is one month at the same location.
2. The Telephone Company may require a contract period longer than one month at the same location in connection with (special non-standard) types or arrangements of equipment, or unusual construction necessary to meet special demands, and involving extra costs.

B. TERMINATION OF SERVICE

1. Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.
  - a. In the case of service for which the initial contract period is one month, the charges due for the balance of the initial month.
  - b. In the case of service for which the initial contract period is longer than one month, the termination charge will be set forth in the tariff for that specific service offering or as specified in the contract with the customer.

C. CANCELLATION OF SERVICE

1. Under the following conditions the Telephone Company, without incurring liability, may discontinue service or terminate a contract five (5) days after furnishing a notice by depositing in the mails a letter addressed to the customer or his agent.
  - a. In the event the customer neglects or refuses to comply with the rules and regulations of the Telephone Company, including those pertaining to payment for service, and the said violation is not otherwise provided for.
  - b. Upon the use of a service or facility for the purpose of reselling the service or performing a service in competition with any service offered by the Telephone Company.
  - c. When the manner of use of the service by a customer differs from that contemplated for the class or grade of service contracted for, and upon notice, the customer fails or refuses to contract for a proper class or grade of service.
2. Under the following conditions, discontinuance of service may be made by the Telephone Company without previous notice to the customer and without incurring any liability.
  - a. In the event of the use of profane or indecent language over the facilities.
  - b. In the case of abandonment of the station or the facilities, or the premises upon which they are installed.
  - c. If the use of the service or facility by the customer, or the manner of such use, or the failure to contract for adequate facilities, or the attachment of any unauthorized instrument or device to the Telephone Company's lines or facilities, affects injuriously the efficiency of the general plant or services.
  - d. If a service or facility is used in a manner which substantially impairs the service of a particular customer.
  - e. Upon written request by a law enforcement official having jurisdiction as provided elsewhere in this Tariff.

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GENERAL RULES AND REGULATIONS  
PAYMENT FOR SERVICE AND FACILITIES

A. PAYMENT PERIOD

1. Unless otherwise provided, the customer shall, when billed, pay monthly in advance for local exchange services and facilities. For other services and facilities, including service charges, non-recurring charges, installation charges, additional message charges and toll charges, the customers pay when billed.
2. Charges and credits for a fractional part of a month shall be computed on the basis of a thirty-day month; the period of service to commence with the day following the establishment of service and to end at the close of the day the service is terminated.

B. CUSTOMER'S RESPONSIBILITY

1. The customer is responsible for all charges originated for by him and for messages received on which the charges have been reversed with the consent of the person answering the phone.
2. Where a customer contracts for telephone service at two or more locations, each location is a separate contract. In case of non-payment of charges, the service may not be discontinued on such contracts as are paid up and in good standing. Contracts for directory advertising or other services not directly associated with the general telephone service offered by the utility are not enforceable by discontinuance or termination of telephone service.

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CONSTRUCTION REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES

A. GENERAL

1. An extension of Telephone Company facilities in locations where Telephone Company facilities currently do not exist will generally be made as follows:
  - a. Cable - Line extensions requiring cable will be placed for a distance of 1000 feet per residence or per business customer without charge to the customer requesting service. A facility charge will apply to the customer for a line extension in excess of this standard allowance (1000 feet).
  - b.
    - (1) Private Property - Trench, pole(s) or conduit on private property shall be provided at the expense of the property owner or the property owner's representative, i.e., developer, customer, etc. The structure shall meet the company's design standards and shall be owned and maintained by the property owner or property owner's representative(s). Cable placed in or on these structures shall be owned and maintained by the Telephone Company.
    - (2) Platted Subdivisions and Mobile Home Parks - Line extensions to platted subdivisions and mobile home parks will be made as part of the Telephone Company's regular construction program.
  - c. Other - Trench, pole(s) or conduit placed in situations other than private property, i.e., public or private right of way, easements, etc., will be placed, owned and maintained by the Telephone Company.
2. Provision of Private Right-of-Way  

Where required by the conditions, applicants shall provide without expense to the Telephone Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and otherwise suitable.
3. Distributing Plant on Private Property, Other Than Service Drops  

When the customer desires that distributing plant on the customer's private property be placed underground - the Telephone Company having determined from the conditions that aerial facilities should be provided or having provided such facilities - the customer pays the excess of the installed cost to the Telephone Company of the underground (buried) wire or cable over the cost of the aerial facilities and pays the cost of dismantling and removing any aerial facilities.

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CONSTRUCTION REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES

B. EXTENSION LINE FACILITY CHARGES

1. GENERAL

a. Refundable

- (1) The facility charge applies to anyone who requests an extension of line facilities that requires cabling beyond the standard allowance (1000 feet) (Ala.). Based on cost charges will apply for cable in excess of the standard allowance.
- (2) The facility charges may be waived if the construction of the line extension is being financed by borrowing funds through the Rural Electrification Administration.

2. FACILITIES AGREEMENT

a. The Telephone Company and the developer, builder, owner or authorized representative will enter into a written agreement for provision of the requested line extension. The Company will not begin construction until an agreement has been executed and payment of the facility charge has been made.

b. The agreement will include:

1. A legal description of the area for which facilities are requested.
2. The total cable footage excluding the standard allowance.
3. The amount of the refundable charge.
4. Provision for an annual refund on the anniversary date of the agreement.
5. The construction of distribution facilities will comply with Company standards and practices for providing such facilities.
6. A term of no longer than five years.

3. The facility charge will be based on cost for cable and based on cost for Service Wire for extensions in excess of the standard allowances. All distribution facilities so constructed shall be the property of the Company.

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CONSTRUCTION REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES

C. REFUNDS OF EXTENSION LINE FACILITY CHARGE

1. An annual refund, initially payable on the first anniversary date of the agreement and annually thereafter until the agreement expires, will be as follows:
  - a. The amount of refund will equal three times the annual rural residential basic local exchange service rate per residence where telephone service is established in residential areas and an amount equal to three times the annual business basic local exchange rate for each exchange or trunking service added in that year.
  - b. The total refund shall not exceed the facility charge. The term of the agreement will not exceed five years.
2. On each anniversary date of the agreement the Telephone Company will determine if additional customers have been added to the facilities for which a charge was made.
3. Upon expiration of the agreement, the Telephone Company will have no obligation to refund any portion of the facility charge not previously refunded.

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CONSTRUCTION REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES

D. CONSTRUCTION CHARGES, SPECIAL

1. Special, based on cost in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of unusual investment or expense, the revenue does not reasonably compensate the Company - when facilities are provided beyond the standard allowance, when conditions require the provision of special equipment or unusual plant construction, installation or maintenance, or when the customer's location requires annual payment for licenses or agreement for the use of Public or Private land.
2. Except as specified, title to all construction provided wholly or partly at a customer's expense is vested in the Company.
3. The cost to the Company for attachments to structures of other companies, made in lieu of providing construction for which the customer would be charged under the provisions hereof, is borne by the customer. The customer is required to pay construction charges made by another company providing facilities connecting with the facilities of the Company.

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CONSTRUCTION REGULATIONS  
CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

E. SERVICE DROPS

1. Facilities Provided of Type Determined by Telephone Company Service Drops are provided either by aerial facilities - on poles of the Telephone Company or of other companies - or by underground facilities (buried), and, except as covered in 2 below, the type of facilities used is determined by the Telephone Company from the conditions involved. For facilities of the type so determined, the following treatment applies:

- a. A Service Drop measuring not more than 250 feet is provided without construction charge. For the measured distance in excess of the 250 foot allowance, a facility charge applies as described elsewhere in the Company's tariffs.
- b. The measurement is the airline distance from the center of the highway paralleling the general distribution plant (located on or off the highway) to the terminal or Drop at the customer's building, or the airline distance from the distribution plant to that terminal, whichever is shorter.

2. Facilities Provided of Different Type than 1 above.

When from the conditions involved the Telephone Company determines that an aerial Service Drop should be provided and in lieu thereof the applicant desires underground or buried facilities, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer requests that such facilities be placed underground, the following applies:

- a. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition the customer shall pay the cost of the underground cable - including the cost of installing it - less the estimated cost to the Telephone Company of installing such aerial facilities (not in excess of the 250 foot allowance specified in C.1.a.) as would be (or is) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company; ownership of the conduit is retained by the customer.

The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.

- b. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable in conduit or trench made necessary by damages caused by the customer or the customer's representatives will be made only at the customer's expense.
- c. Where facilities are changed from aerial to underground or buried, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities in addition to 2.a. preceding.

3. Computation of Facility Charge

- a. The facility charge will be based on cost for Service Wire for extensions in excess of the standard allowances.
- b. All service drop facilities so constructed shall be the property of the Telephone Company.

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