at&t

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January 12, 2012

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: First Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Qwest Communications Company, LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2000-473-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and Qwest Communications Company, LLC submit to the South Carolina Public Service Commission the First Amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and Qwest Communications Company, LLC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

cc: James E. McDaniel
1012585

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# AMENDMENT TO THE AGREEMENT BETWEEN QWEST COMMUNICATIONS COMPANY, LLC AND QWEST COMMUNICATIONS COMPANY, LLC OF DELAWARE AND BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between **BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE** ("AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE") (previously referred to as Bell South Telecommunications, Inc. d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE) and Qwest Communications Company, LLC and Qwest Communications Company, LLC of Delaware ("CLEC"). AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), Florida and Georgia Interconnection Agreements approved January 18, 2011, Kentucky Interconnection Agreement approved on December 20, 2010, Louisiana Interconnection Agreement approved on March 10, 2011, Mississippi Interconnection Agreement approved on January 6, 2011, South Carolina Interconnection Agreement approved on February 9, 2011, and Tennessee Interconnection Agreement approved on December 13, 2010 and as subsequently amended (the "Agreement"); and

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Interconnection Agreement is amended to add Attachment Structure Access.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Qwest Communications Company, LLC and Qwest Communications Company, LLC of Delaware

By: Diane Wright

Printed: Diane Wright

Title: Sr. Contract Analyst
(Print or Type)

Date: 01/06/2012

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE, by AT&T Services, Inc., its authorized agent

By: Patrick Doherty

Printed: Patrick Doherty

Title: Director - Regulatory
(Print or Type)

Date: 1-10-12

| | Resale OCN | CLEC OCN |
|---|---|---|
| FLORIDA | 7560 | 7985 |
| GEORGIA | 7560 | 365B |
| KENTUCKY | 7560 | 405G |
| LOUISIANA | 7560 | 449G |
| MISSISSIPPI | 7560 | 390G |
| SOUTH CAROLINA | 7560 | 7431 |
| TENNESSEE | 7560 | 391G |

**ACNA -** LGT

# ATTACHMENT-STRUCTURE ACCESS

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## 1.0 Introduction

1.1 This Attachment-Structure Access (here-on referred to as "Appendix") sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by **AT&T-22STATE** and CLEC.

## 2.0 Definitions

2.1 "Anchor" means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by **AT&T-22STATE**, as distinguished from Anchors which are owned and controlled by other persons or entities.

2.2 "Anchor/Guy Strand" means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.

2.3 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for **AT&T-22STATE**-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

2.4 "Assigned" when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it **AT&T-22STATE** or a new entrant, within twelve (12) months of the space being Assigned.

2.5 "Attaching Party" means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.

2.6 "Attachment" as used herein means the physical connection to **AT&T-22STATE**'s ROW and all associated Structure Access connectivity.

2.7 "Available" when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

2.8 "Conduit" means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

2.9 "Conduit Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any portion of **AT&T-22STATE**'s Conduit System.

2.10 "Conduit System" means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by **AT&T-22STATE**.

2.11 "Cost" means the charges made by **AT&T-22STATE** to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to **AT&T-22STATE** for work and/or, (b) if the work was performed by **AT&T-22STATE** employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.

2.12 "Duct" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.

2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.

2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with **AT&T-22STATE** providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.

2.17 "Joint Use Pole" means a pole not owned by **AT&T-22STATE**, but upon which **AT&T-22STATE** maintains its Facilities.

2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.

2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by **AT&T-22STATE**.

2.20 "Make-Ready Work" means all work performed or to be performed to prepare **AT&T-22STATE**'s Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate CLEC's Facilities and not to meet **AT&T-22STATE**'s business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of **AT&T-22STATE**'s Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of CLEC's Facilities.

2.21 "Manhole" means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.

2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.

2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by **AT&T-22STATE**, and does not include utility Poles or Anchors with respect to which **AT&T-22STATE** has no legal authority to permit attachments by other persons or entities.

2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.

2.26 "Pre-License Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.

2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW

may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.

2.29 "Spare Capacity" means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by **AT&T-22STATE**, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

## 3.0 General Provisions

3.1 Undertaking of **AT&T-22STATE**:

3.1.1 **AT&T-22STATE** shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by **AT&T-22STATE** to itself or to any other Telecommunications Service provider. Further, **AT&T-22STATE** shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

3.2.1 **AT&T-22STATE** shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to **AT&T-22STATE**'s owned or controlled Poles and to place Facilities within **AT&T-22STATE**'s owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.

3.2.2 Unless otherwise provided herein, authority to attach Facilities to **AT&T-22STATE**'s owned or controlled Poles, to place Facilities within **AT&T-22STATE**'s owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.

3.2.3 CLEC agrees that its attachment of Facilities to **AT&T-22STATE**'s owned or controlled Poles, occupancy of **AT&T-22STATE**'s owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and **AT&T-22STATE** agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the **AT&T-22STATE** Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to **AT&T-22STATE**, CLEC may permit Third Parties who have an Agreement with **AT&T-22STATE** to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with **AT&T-22STATE**.

3.2.5 Attaching Party warrants that any overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlashing complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlashed facility, and the pole will not be overloaded with the addition of the overlashed facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlashed facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify **AT&T-22STATE** should any of the warranties be breached.

3.3 Licenses:

3.3.1 Subject to the terms and conditions set forth in this Appendix, **AT&T-22STATE** shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by **AT&T-22STATE** located within the state on a "first-come, first-served" basis. **AT&T-22STATE** may deny a License Application if **AT&T-22STATE** determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet **AT&T-22STATE**'s present needs, or is Licensed by **AT&T-22STATE** to another CLEC, or is otherwise unavailable based on engineering concerns. **AT&T-22STATE** shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request. **AT&T-22STATE** shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit **AT&T-22STATE**'s Conduit System and the specific location and manner of installation for any associated equipment which is permitted by **AT&T-22STATE** to occupy the Conduit System.

3.4 Access and Use of ROW:

3.4.1 **AT&T-22STATE** acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where **AT&T-22STATE**'s owned or controlled Poles, Manholes, Conduits, Ducts or other parts of **AT&T-22STATE**'s owned or controlled Conduit Systems are located.

3.4.2 **AT&T-22STATE** shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that **AT&T-22STATE** may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any Agreement with a Third Party under which **AT&T-22STATE** holds such rights expressly or impliedly grants **AT&T-22STATE** the right to provide such rights to others.

3.4.3 Where **AT&T-22STATE** notifies CLEC that **AT&T-22STATE**'s Agreement with a Third Party does not expressly or impliedly grant **AT&T-22STATE** the ability to provide such access and use rights to others, upon CLEC's request, **AT&T-22STATE** will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse **AT&T-22STATE** for the reasonable and demonstrable Costs incurred by **AT&T-22STATE** in obtaining such rights for CLEC.

3.4.4 In cases where a Third Party Agreement does not grant **AT&T-22STATE** the right to provide access and use rights to others as contemplated in Section 0 above and **AT&T-22STATE**, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 0 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 or Section 3.4.3, CLEC shall be responsible for obtaining such permission to access and use such ROW. **AT&T-22STATE** shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.

3.4.5 Where **AT&T-22STATE** has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, **AT&T-22STATE** shall offer to CLEC through a License or other attachment:

3.4.5.1 The right to use any available space owned or controlled by **AT&T-22STATE** in the building or building complex to install CLEC equipment and Facilities; and

3.4.5.2 Ingress and egress to such space.

3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be

construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

3.5 No Effect on **AT&T-22STATE**'s Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of **AT&T-22STATE** to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which CLEC has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that **AT&T-22STATE** shall give CLEC reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. **AT&T-22STATE** shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.

3.6 No Effect on **AT&T-22STATE**'s Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with **AT&T-22STATE**'s rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate **AT&T-22STATE**'s own Facilities within **AT&T-22STATE**'s Conduits, Ducts or ROW or any of **AT&T-22STATE**'s Facilities attached to **AT&T-22STATE**'s Poles at any time and in any reasonable manner which **AT&T-22STATE** deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in **AT&T-22STATE**'s Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within **AT&T-22STATE**'s Conduits, Ducts or ROW or its Facilities attached to **AT&T-22STATE**'s Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

3.8.2 CLEC acknowledges that the Facilities of persons or entities other than **AT&T-22STATE** and CLEC may be attached to or occupy **AT&T-22STATE**'s Poles, Conduits, Ducts and ROW.

3.8.3 **AT&T-22STATE** shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If **AT&T-22STATE** becomes aware of any such unauthorized attachment to CLEC Facilities, **AT&T-22STATE** shall use its best efforts to rectify the situation as soon as practicable.

3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, **AT&T-22STATE** will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of **AT&T-22STATE**'s intention to construct, reconstruct, expand or place such Facilities or of **AT&T-22STATE**'s intention not to maintain or use any existing Facility.

3.8.4.1 Where **AT&T-22STATE** elects to abandon or remove **AT&T-22STATE** Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with **AT&T-22STATE** to transfer (purchase Attachment) ownership from **AT&T-22STATE** to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from **AT&T-22STATE**.

3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require **AT&T-22STATE** to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, **AT&T-22STATE** will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of CLEC.

3.8.5 Upon request and at CLEC's expense, **AT&T-22STATE** shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. **AT&T-22STATE**

retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, **AT&T-22STATE** reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by **AT&T-22STATE** on an equal basis to **AT&T-22STATE**, CLEC and other Telecommunication Service providers.

## 4.0 Insurance

4.1 At all times during the term of this Agreement, CLEC shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.1.1 With respect to CLEC's performance under this Agreement, and in addition to CLEC's obligation to indemnify, CLEC shall at its sole cost and expense:

4.1.1.1 maintain the insurance coverage and limits required by this Section 4.0 and any additional insurance and/or bonds required by law:

at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

4.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 4.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and

4.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund of the state where work is to be performed; and

4.1.1.4 deliver to **AT&T-22STATE** certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to **AT&T-22STATE**. CLEC shall deliver such certificates:

4.1.1.4.1 prior to execution of this Agreement and prior to commencement of any Work;

4.1.1.4.2 prior to expiration of any insurance policy required in this Section 4.0.

4.1.2 The Parties agree:

4.1.2.1 the failure of **AT&T-22STATE** to demand such certificate of insurance or failure of **AT&T-22STATE** to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;

4.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to **AT&T-22STATE** in this Agreement;

4.1.2.3 CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

4.1.2.4 CLEC is responsible for any deductible or self-insured retention.

4.2 The insurance coverage required by this Section 4.0 includes:

4.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

4.2.1.1 $500,000 for Bodily Injury – each accident; and

4.2.1.2 $500,000 for Bodily Injury by disease – policy limits; and

4.2.1.3 $500,000 for Bodily Injury by disease – each employee.

4.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of **AT&T-22STATE**, its Affiliates, and their directors, officers and employees.

4.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease.

4.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

4.2.3.1 $2,000,000 General Aggregate limit; and

4.2.3.2 $1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

4.2.3.3 $1,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

4.2.3.4 $2,000,000 Products/Completed Operations Aggregate limit; and

4.2.3.5 $1,000,000 each occurrence limit for Products/Completed Operations; and

4.2.3.6 $1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

4.2.4 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including

the tort liability of another assumed in a business contract) for CLECs who collocate on **AT&T-22STATE**'s premises with limits of at least:

4.2.4.1 $10,000,000 General Aggregate limit; and

4.2.4.2 $5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

4.2.4.3 $5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

4.2.4.4 $10,000,000 Products/Completed Operations Aggregate limit; and

4.2.4.5 $5,000,000 each occurrence limit for Products/Completed Operations; and

4.2.4.6 $2,000,000 Damage to Premises Rented to You (Fire Legal Liability).

4.2.5 The Commercial General Liability insurance policy must:

4.2.5.1 include **AT&T-22STATE**, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to **AT&T-22STATE**. The Additional Insured endorsement may either be specific to **AT&T-22STATE** or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of **AT&T-22STATE**, its Affiliates, and their directors, officers and employees; and

4.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by **AT&T-22STATE**.

4.2.6 Automobile Liability insurance with minimum limits of $1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

4.3 This Section 4.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

## 5.0 Requirements and Specifications

5.1 Industry recognized standards are incorporated below by reference. CLEC agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

5.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

5.1.2 The National Electrical Code (NEC); and

5.1.3 The current version of The National Electrical Safety Code (NESC).

5.2 Changes in Industry Recognized Standards:

5.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 5.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

5.3 Additional Electrical Design Specifications:

5.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 5.1 above, CLEC's Facilities placed in **AT&T-22STATE**'s Conduit System shall meet all of the following electrical design specifications:

5.3.1.1 No Facility shall be placed in **AT&T-22STATE**'s Conduit System in violation of FCC regulations.

5.3.1.2 CLEC's Facilities placed in **AT&T-22STATE**'s Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.

5.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

5.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing **AT&T-22STATE**'s cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 0 above.

5.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) amperes and where such cable has two (2) separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

5.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

5.4 Additional Physical Design Specifications:

5.4.1 CLEC's Facilities placed in **AT&T-22STATE**'s Conduit System must meet all of the following physical design specifications:

5.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in **AT&T-22STATE**'s Conduit or Ducts.

5.4.1.2 The integrity of **AT&T-22STATE**'s Conduit System and overall safety of **AT&T-22STATE**'s personnel and other personnel working in **AT&T-22STATE**'s Conduit System requires that "dielectric cable" be placed when CLEC's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

5.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

5.5 Additional Specifications Applicable to Connections:

5.5.1 The following specifications apply to connections of CLEC's Conduit to **AT&T-22STATE**'s Conduit System:

5.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an **AT&T-22STATE** Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to **AT&T-22STATE** Manhole(s) without the prior written approval of **AT&T-22STATE**, which approval will not be unreasonably delayed or withheld.

5.5.1.2 If CLEC constructs or utilizes a Duct connected to **AT&T-22STATE**'s Manhole, the Duct and all connections between that Duct and **AT&T-22STATE**'s Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into **AT&T-22STATE**'s Conduit System. If CLEC's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into **AT&T-22STATE**'s Conduit System.

5.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

5.6.1 Duct clearing, rodding or modifications required to grant CLEC access to **AT&T-22STATE**'s Conduit Systems may be performed by **AT&T-22STATE** at CLEC's expense at charges which represent **AT&T-22STATE**'s actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with **AT&T-22STATE** certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within **AT&T-22STATE**'s Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of **AT&T-22STATE**'s Poles or to enter **AT&T-22STATE**'s Manholes or work within **AT&T-22STATE**'s Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

5.6.2 CLEC's Facilities within **AT&T-22STATE**'s Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.

5.6.3 Rodding or clearing of Ducts in **AT&T-22STATE**'s Conduit System shall be done only when specific authorization for such work has been obtained in advance from **AT&T-22STATE**, which authorization shall not be unreasonably delayed or withheld by **AT&T-22STATE**. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with

**AT&T-22STATE** for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with **AT&T-22STATE** certification requirements.

5.6.4 Personnel performing work on **AT&T-22STATE**'s or CLEC's behalf in **AT&T-22STATE**'s Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of **AT&T-22STATE**'s Conduit System.

5.6.5 Personnel performing work on **AT&T-22STATE**'s or CLEC's behalf within **AT&T-22STATE**'s Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

5.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 5.1 above.

5.6.7 Identification of Facilities in Conduit/Manholes:

5.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by **AT&T-22STATE** for its own Facilities.

5.6.8 Identification of Pole Attachments.

5.6.8.1 CLEC's Facilities attached to **AT&T-22STATE** Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 5.1 above.

5.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by **AT&T-22STATE** in compliance with **AT&T-22STATE** Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

5.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

5.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within **AT&T-22STATE**'s Conduit System shall be of a type approved by **AT&T-22STATE** or Telcordia as referenced in Section 5.1 above.

5.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of **AT&T-22STATE**'s Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. **AT&T-22STATE** shall have no responsibility for the safety of personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. **AT&T-22STATE** reserves the right to suspend CLEC's activities on, in or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System if, in **AT&T-22STATE**'s reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel

performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

5.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.

5.6.14 Smoking or the use of any open flame is prohibited in **AT&T-22STATE**'s Manholes, in any other portion of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

5.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.

5.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in **AT&T-22STATE**'s Conduit System (including any Manhole) during work operations performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.

5.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in **AT&T-22STATE**'s Manholes, in any other portions of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

5.7 Opening of Manholes:

5.7.1 The following requirements apply to the opening of **AT&T-22STATE**'s Manholes and the authority of **AT&T-22STATE** personnel present when work on CLEC's behalf is being performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.

5.7.1.1 **AT&T-22STATE**'s Manholes shall be opened only as permitted by **AT&T-22STATE**'s authorized employees or agents, which permission shall not be unreasonably denied or delayed.

5.7.1.2 CLEC shall notify **AT&T-22STATE** forty-eight (48) hours in advance of any routine work operation requiring entry into any of **AT&T-22STATE**'s Manholes.

5.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

5.7.1.4 **AT&T-22STATE**'s authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of **AT&T-22STATE**'s authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within **AT&T-22STATE**'s Conduit System in a safe and workmanlike manner.

5.7.1.5 Although **AT&T-22STATE**'s authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, **AT&T-22STATE**'s employee or agent shall have the authority to suspend CLEC's work operations within **AT&T-22STATE**'s Conduit System if, in the reasonable discretion of such **AT&T-22STATE** employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.

5.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to **AT&T-22STATE** of Unsafe Conditions:

5.8.1 CLEC agrees that:

5.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.

5.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within **AT&T-22STATE**'s Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.

5.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this Section.

5.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System to **AT&T-22STATE**.

5.9 Compliance with Environmental Laws and Regulations:

5.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter **AT&T-22STATE**'s Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If **AT&T-22STATE** has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, **AT&T-22STATE** will promptly notify CLEC of such fact.

5.10 Notwithstanding any of **AT&T-22STATE**'s notification requirements in this Appendix, CLEC acknowledges that some of **AT&T-22STATE**'s Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, CLEC will

presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

5.11 **AT&T-22STATE** makes no representations to CLEC or personnel performing work on CLEC's behalf that **AT&T-22STATE**'s Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

5.11.1 CLEC's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).

5.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

5.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. **AT&T-22STATE** will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by **AT&T-22STATE** pursuant to this section will be provided in a timely manner.

5.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as **AT&T-22STATE** and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, **AT&T-22STATE** Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor **AT&T-22STATE** nor personnel performing work on either Party's behalf shall discharge water or any other substance from any **AT&T-22STATE** Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on **AT&T-22STATE** premises for storage or disposal.

5.12 Compliance with Other Governmental Requirements:

5.12.1 CLEC agrees that its Facilities attached to **AT&T-22STATE**'s Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

5.13 Differences in Standards or Specifications:

5.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 5.0 above, the most stringent standard or specification shall apply.

5.14 CLEC Solely Responsible for the Condition of Its Facilities:

5.14.1 CLEC shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, **AT&T-22STATE** shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within **AT&T-22STATE**'s Conduit and Ducts or any attachment of CLEC's Facilities to **AT&T-22STATE**'s Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. **AT&T-22STATE** may, however, conduct such inspections and audits of its Poles and Conduit System as **AT&T-22STATE** determines reasonable or necessary. Such inspection and audits shall be conducted at **AT&T-22STATE**'s expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

5.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

5.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

5.15 Efficient use of Conduit:

5.15.1 **AT&T-22STATE** will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by **AT&T-22STATE**.

## 6.0 Additional CLEC Responsibilities

6.1 Third Party Property Owners:

6.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by **AT&T-22STATE** but do not affect the rights of landowners to control terms and conditions of access to their property.

6.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of **AT&T-22STATE**'s Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove CLEC's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

6.2 Required Permits, Certificates and Licenses:

6.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

6.2.2 CLEC shall not attach or place its Facilities to or in **AT&T-22STATE**'s Poles, Conduit or Duct located on any property for which it or **AT&T-22STATE** has not first obtained all required authorizations.

6.2.3 **AT&T-22STATE** shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay **AT&T-22STATE**'s Pre-License Survey work.

6.3 Lawful Purposes:

6.3.1 All Facilities placed by CLEC in **AT&T-22STATE**'s Conduit and Ducts or on **AT&T-22STATE**'s Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to **AT&T-22STATE**'s Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## 7.0 Facilities and Licenses

7.1 Licenses Required:

7.1.1 Before placing any Facilities in **AT&T-22STATE**'s Conduits or Ducts or attaching any Facilities to **AT&T-22STATE**'s Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from **AT&T-22STATE**.

7.2 Provision of Records and Information to CLEC:

7.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to **AT&T-22STATE**, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, **AT&T-22STATE** shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of **AT&T-22STATE** Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For **AT&T-22STATE** requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

7.2.1.1 **AT&T-22STATE** employee Costs based on the time spent researching, reviewing and copying records

7.2.1.2 Copying costs

7.2.1.3 Shipping costs

7.3 No Warranty of Record Information:

7.3.1 CLEC acknowledges that records and information provided by **AT&T-22STATE** pursuant to Section 7.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, **AT&T-22STATE** assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

7.4 Determination of Availability:

7.4.1 **AT&T-22STATE** shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired If such request includes Joint Use Pole(s), **AT&T-22STATE** shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for **AT&T-22STATE**'s Facilities only. Notwithstanding any other provision, **AT&T-22STATE** shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and **AT&T-22STATE** shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter **AT&T-22STATE** Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to **AT&T-22STATE**, with a **AT&T-22STATE** representative present and at CLEC's expense.

7.5 Assignment of Conduit, Duct and Pole Space:

7.5.1 **AT&T-22STATE** shall not unreasonably deny or delay issuance of any License and, in any event, **AT&T-22STATE** shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

7.5.1.1 No Make-Ready Work Required:

7.5.1.1.1 If **AT&T-22STATE** determines that no Make-Ready Work is required, **AT&T-22STATE** shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) Business Days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45) calendar days after **AT&T-22STATE** receives CLEC's Application, which period shall exclude any time **AT&T-22STATE** is awaiting a response from CLEC.

7.5.1.2 Make-Ready Work Required:

7.5.1.2.1 If Make-Ready Work is to be performed by **AT&T-22STATE**, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves **AT&T-22STATE**'s Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

7.5.1.2.2 If CLEC rejects **AT&T-22STATE**'s Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs **AT&T-22STATE** that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

## 8.0 Make-Ready Work

8.1 Work Performed by **AT&T-22STATE**:

8.1.1 If performed by **AT&T-22STATE**, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use

Pole(s) or in Conduit System shall be included in the normal work load schedule of **AT&T-22STATE** with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by **AT&T-22STATE** in the ordinary course of **AT&T-22STATE**'s business.

8.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and **AT&T-22STATE** agrees to perform the work on such a basis, **AT&T-22STATE** shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts **AT&T-22STATE**'s revised estimate of charges, CLEC shall pay such additional charges.

8.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by **AT&T-22STATE** are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**. **AT&T-22STATE** will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, **AT&T-22STATE** will schedule the work for completion.

8.3 Work Performed by Certified Contractor:

8.3.1 In lieu of obtaining performance of Make-Ready Work by **AT&T-22STATE**, CLEC at its option may arrange for the performance of such work by a contractor certified by **AT&T-22STATE** to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by **AT&T-22STATE** in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if **AT&T-22STATE** is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 0 above, all Manhole pumping and purging shall be performed by a vendor approved by **AT&T-22STATE**.

8.4 Completion of Make-Ready Work:

8.4.1 **AT&T-22STATE** will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

## 9.0 Application Form and Fees

9.1 Application Process:

9.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate **AT&T-22STATE** administrative form(s),which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of **AT&T-22STATE** records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by **AT&T-22STATE** has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 12.0 below.

9.2 **AT&T-22STATE** will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

9.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

9.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 12.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

9.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

9.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide **AT&T-22STATE** with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If **AT&T-22STATE** determines that the requested Lashing would violate safety or engineering requirements, **AT&T-22STATE** shall provide written Notice to CLEC within a reasonable time specifying in detail **AT&T-22STATE**'s findings. If CLEC desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T-22STATE**'s Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to **AT&T-22STATE** Poles.

9.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

## 10.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

10.1 CLEC's Priorities:

10.1.1 When CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

10.2 Pre-License Survey:

10.2.1 After CLEC has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether **AT&T-22STATE**'s Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of **AT&T-22STATE** or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of **AT&T-22STATE**'s Conduit System or Facilities

attached to **AT&T-22STATE**'s Pole or placed within or connected to **AT&T-22STATE**'s Conduit System. If a Pre-License Survey is to be conducted by **AT&T-22STATE**, **AT&T-22STATE** will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, **AT&T-22STATE** will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

10.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to **AT&T-22STATE**'s Poles or occupancy of **AT&T-22STATE**'s Conduit and Ducts will substantially interfere with use of **AT&T-22STATE**'s Facilities by **AT&T-22STATE** and others with Facilities occupying, connected or attached to **AT&T-22STATE**'s Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on **AT&T-22STATE**'s Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with **AT&T-22STATE** performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

10.2.1.2 Based on information provided by **AT&T-22STATE**, CLEC shall determine whether **AT&T-22STATE**'s Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

10.2.1.3 **AT&T-22STATE** may not unreasonably refuse to continue to process an Application based on **AT&T-22STATE**'s determination that CLEC's proposed use of **AT&T-22STATE**'s Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that **AT&T-22STATE** is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of **AT&T-22STATE**'s Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

10.3 Administrative Processing:

10.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of **AT&T-22STATE** and/or other Licensed Facilities) will be performed by **AT&T-22STATE** at CLEC's expense. Anything to the contrary herein notwithstanding, **AT&T-22STATE** shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

## 11.0 Issuance of Licenses

11.1 Obligation to Issue Licenses:

11.1.1 **AT&T-22STATE** shall issue a License to CLEC pursuant to this Section. **AT&T-22STATE** and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to **AT&T-22STATE**'s Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

11.2 Multiple Applications:

11.2.1 CLEC acknowledges the following:

11.2.1.1 That multiple parties including **AT&T-22STATE** may seek to place their Facilities in **AT&T-22STATE**'s Conduit and Ducts or make attachments to Poles at or about the same time.

11.2.1.2 That the Make-Ready Work required to prepare **AT&T-22STATE**'s Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

11.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

11.2.1.4 That cooperation and negotiations between all applicants and **AT&T-22STATE** may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

11.2.2 All Applications will be processed on a first-come, first-served basis.

11.3 Agreement to Pay for All Make-Ready Work Completed:

11.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

11.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

11.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to **AT&T-22STATE**'s Conduit System or attached to **AT&T-22STATE**'s Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of CLEC's Facilities in or to **AT&T-22STATE**'s structures.

11.5 License:

11.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-22STATE** will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on **AT&T-22STATE**'s Poles or in **AT&T-22STATE**'s Conduit or Ducts.

11.5.2 Each License issued under this Section shall authorize CLEC to attach to **AT&T-22STATE**'s Poles or place or maintain in **AT&T-22STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.

11.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

## 12.0 Construction of CLEC's Facilities

12.1 Construction Schedule:

12.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to **AT&T-22STATE**'s Poles or

place Facilities in **AT&T-22STATE**'s Conduit or Ducts, CLEC shall provide **AT&T-22STATE** with an updated construction schedule and shall thereafter keep **AT&T-22STATE** informed of significant anticipated changes in the construction schedule.

12.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

12.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

12.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

12.1.2.3 The estimated dates when construction will begin and end; and

12.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in **AT&T-22STATE**'s Conduit or Ducts.

12.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

12.2.1 The following procedures shall apply before CLEC places Facilities in **AT&T-22STATE**'s Conduit System:

12.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and

12.2.1.2 **AT&T-22STATE** shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit **AT&T-22STATE**'s Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by **AT&T-22STATE** to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of **AT&T-22STATE**. **AT&T-22STATE** shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

12.3 Responsibility for Constructing or Placing Facilities:

12.3.1 **AT&T-22STATE** shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, **AT&T-22STATE**'s Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

12.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

12.4.1 Except where otherwise mutually agreed by CLEC and **AT&T-22STATE**, CLEC shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in **AT&T-22STATE**'s Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Pole, in any part of **AT&T-22STATE**'s Conduit System or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System.

12.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:

12.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.

12.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.

12.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.

12.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on **AT&T-22STATE**'s Poles or within **AT&T-22STATE**'s Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify **AT&T-22STATE** of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.

12.6 Construction Notices:

12.6.1 If requested to do so, CLEC shall provide **AT&T-22STATE** with information to reasonably assure **AT&T-22STATE** that construction has been performed in accordance with all applicable standards and requirements.

12.7 Points for Attachment:

12.7.1 **AT&T-22STATE** shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above **AT&T-22STATE**'s Facilities. When the Facilities of more than one applicant are involved, **AT&T-22STATE** will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

12.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 5.0 above.

12.9 **AT&T-22STATE** will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

12.10 CLEC shall hold **AT&T-22STATE** harmless and indemnify **AT&T-22STATE** for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

12.11 Manhole and Conduit Break-Outs:

12.11.1 CLEC shall be permitted to add Conduit ports to **AT&T-22STATE** Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

12.12 Completion of CLEC Construction:

12.12.1 For each CLEC Attachment to or occupancy within **AT&T-22STATE** Facilities, CLEC will provide to **AT&T-22STATE**'s single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to **AT&T-22STATE** records.

## 13.0 Use and Routine Maintenance of CLEC's Facilities

13.1 Use of CLEC's Facilities:

13.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in **AT&T-22STATE**'s Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

13.2 Routine Maintenance of CLEC's Facilities:

13.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in **AT&T-22STATE**'s Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable Notice to **AT&T-22STATE** before performing any work, whether or not of a routine nature, in **AT&T-22STATE**'s Conduit System.

13.3 CLEC Responsible for Maintenance of CLEC's Facilities:

13.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Poles, within **AT&T-22STATE**'s Conduit System or in the immediate vicinity of such Poles or Conduit System.

13.4 **AT&T-22STATE** Is Not Responsible for Maintaining CLEC's Facilities:

13.4.1 **AT&T-22STATE** shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, **AT&T-22STATE**'s Poles, Conduits, Ducts or any portion of **AT&T-22STATE**'s Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

13.5 Information Concerning the Maintenance of CLEC's Facilities:

13.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in **AT&T-22STATE**'s Poles, Conduits or Ducts, CLEC shall provide **AT&T-22STATE** with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify **AT&T-22STATE** of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on **AT&T-22STATE**'s request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on **AT&T-22STATE**'s request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

13.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

13.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on **AT&T-22STATE**'s Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any **AT&T-22STATE** employee, produce such identification.

## 14.0 Modification and Replacement of CLEC's Facilities

14.1 Notification of Planned Modification or Replacement of Facilities:

14.1.1 CLEC shall, when practicable, notify **AT&T-22STATE** in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a **AT&T-22STATE** Pole, Anchor or Anchor/Guy Strand or located in any **AT&T-22STATE** Conduit or Duct. The Notice shall contain sufficient information to enable **AT&T-22STATE** to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

14.2 New or Amended License Required:

14.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

14.2.1.1 Requires that CLEC use additional space on **AT&T-22STATE**'s Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

14.2.1.2 Results in the size or location of CLEC's Facilities on **AT&T-22STATE**'s Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

## 15.0 Rearrangement of Facilities at the Request of Another

15.1 Make-Ready Work:

15.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

15.1.1.1 submit payment for the estimate authorizing **AT&T-22STATE** or its contractor to complete the Make-Ready Work; or

15.1.1.2 advise **AT&T-22STATE** of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

15.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with **AT&T-22STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **AT&T-22STATE** or **AT&T-22STATE**'s contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **AT&T-22STATE**'s Structures or interferes with any existing use of **AT&T-22STATE**'s Facilities or the Facilities of any other user.

15.1.3 **AT&T-22STATE** shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, **AT&T-22STATE** shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, **AT&T-22STATE** shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

15.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than **AT&T-22STATE** for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of **AT&T-22STATE** and/or other CLECs as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from **AT&T-22STATE**, **AT&T-22STATE** shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

15.2 Rearrangement of CLEC's Facilities at **AT&T-22STATE**'s Request:

15.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for **AT&T-22STATE** to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by **AT&T-22STATE**'s business needs or authorized Application of another entity seeking access to **AT&T-22STATE**'s Poles or Conduit Systems. CLEC agrees that CLEC will, upon **AT&T-22STATE**'s request, and at **AT&T-22STATE**'s expense, but at no Cost to CLEC, participate with **AT&T-22STATE** (and other CLECs) in the relocation, reconstruction, or modification of **AT&T-22STATE**'s Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for **AT&T-22STATE** to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon **AT&T-22STATE**'s request, participate with **AT&T-22STATE** (and other CLECs) in the relocation, reconstruction, or modification of **AT&T-22STATE**'s Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

15.2.2 CLEC shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a CLEC End User.

15.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by **AT&T-22STATE** in writing, **AT&T-22STATE** may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse **AT&T-22STATE** for actual costs and expenses incurred by **AT&T-22STATE** in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting **AT&T-22STATE**'s business needs.

## 16.0 Emergency Repairs and Pole Replacements

16.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

16.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.

16.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.

16.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify **AT&T-22STATE** within

twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the **AT&T-22STATE** Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.

16.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with **AT&T-22STATE**'s consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, **AT&T-22STATE** may install a maintenance conduit at the Attaching Party's expense.

16.2 Designation of Emergency Repair Coordinators and Other Information:

16.2.1 For each **AT&T-22STATE** construction district, Attaching Party shall provide **AT&T-22STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify **AT&T-22STATE** of changes to such information.

16.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

16.3.1 When notice and coordination are practicable, **AT&T-22STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

16.3.2 Emergency service restoration work requirements shall take precedence over other work operations.

16.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

16.3.4 **AT&T-22STATE** shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by **AT&T-22STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.

16.4 Emergency Pole Replacements

16.4.1 When emergency pole replacements are required, **AT&T-22STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

16.4.2 If notified by **AT&T-22STATE** that an emergency exists which will require the replacement of a pole,

Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **AT&T-22STATE** replacement pole, the transfer shall be in accordance with **AT&T-22STATE**'s placement instructions.

16.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **AT&T-22STATE** and thereby authorize **AT&T-22STATE** (or any Other User sharing the pole with **AT&T-22STATE**) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

16.5 Expenses Associated with Emergency Repairs:

16.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.

16.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.

16.5.3 Attaching Party shall reimburse **AT&T-22STATE** for the Costs incurred by **AT&T-22STATE** for work performed by **AT&T-22STATE** on Attaching Party's behalf in accordance with the provisions of this article.

## 17.0 Inspection by AT&T-22STATE of CLEC's Facilities

17.1 **AT&T-22STATE** may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into **AT&T-22STATE**'s Manholes and the placement of CLEC's Facilities in **AT&T-22STATE**'s Manholes.

17.2 Post-Construction Inspections:

17.2.1 **AT&T-22STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to **AT&T-22STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **AT&T-22STATE** will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **AT&T-22STATE** on the post-construction inspection.

17.3 Periodic or Spot Inspections:

17.3.1 **AT&T-22STATE** shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to **AT&T-22STATE**'s Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in **AT&T-22STATE**'s judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

17.3.2 **AT&T-22STATE** will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to CLEC.

17.3.3 Such inspections shall be conducted at **AT&T-22STATE**'s expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 17.1 above and 0 above.

17.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, **AT&T-22STATE** may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The

amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

17.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to **AT&T-22STATE**'s Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to **AT&T-22STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.

17.4 Neither the act of inspection by **AT&T-22STATE** of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on **AT&T-22STATE** any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.

17.5 Notice of Noncompliance:

17.5.1 If, at any time, **AT&T-22STATE** determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, **AT&T-22STATE** may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute **AT&T-22STATE**'s assertion that such Facilities are not in compliance, Attaching Party agrees to provide **AT&T-22STATE** with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify **AT&T-22STATE** in writing when the Facilities have been brought into compliance.

17.6 Disputes over Alleged Noncompliance:

17.6.1 If Attaching Party disputes **AT&T-22STATE**'s assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify **AT&T-22STATE** in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.

17.7 Failure to Bring Facilities into Compliance:

17.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided **AT&T-22STATE** with proof sufficient to persuade **AT&T-22STATE** that **AT&T-22STATE** erred in asserting that the Facilities were not in compliance, and if **AT&T-22STATE** determines in good faith that the alleged noncompliance causes or is likely to cause material damage to **AT&T-22STATE**'s Facilities or those of other users, **AT&T-22STATE** may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

17.8 Correction of Conditions by **AT&T-22STATE**:

17.8.1 If **AT&T-22STATE** elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.

17.8.2 **AT&T-22STATE** will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and **AT&T-22STATE**'s schedule for performing the work.

17.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an **AT&T-22STATE** Manhole, **AT&T-22STATE** may, at Attaching Party's expense,

reattach them but shall not be obligated to do so. If **AT&T-22STATE** does not reattach Attaching Party's Facilities, **AT&T-22STATE** shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

17.8.4 **AT&T-22STATE** shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

17.8.5 Attaching Party to Bear Expenses:

17.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

## 18.0 Notice of Noncompliance

18.1 Disputes over Alleged Noncompliance:

18.1.1 If CLEC disputes **AT&T-22STATE**'s assertion that CLEC's Facilities are not in compliance, CLEC shall notify **AT&T-22STATE** in writing of the basis for CLEC's assertion that its Facilities are in compliance.

## 19.0 Unauthorized Occupancy or Utilization of AT&T-22STATE's Facilities

19.1 Tagging of Facilities and Unauthorized Attachments:

19.1.1 Facilities to Be Marked:

19.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in **AT&T-22STATE**'s Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

19.1.2 Removal of Untagged Facilities:

19.1.2.1 **AT&T-22STATE** may, without notice to any person or entity, remove from **AT&T-22STATE**'s poles or any part of **AT&T-22STATE**'s Conduit System the Attaching Party's Facilities, if **AT&T-22STATE** determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **AT&T-22STATE**'s poles or in **AT&T-22STATE**'s Conduit System.

19.2 Notice to Attaching Party:

19.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to **AT&T-22STATE**'s Poles or Anchors or within any part of **AT&T-22STATE**'s Conduit System, **AT&T-22STATE**, without prejudice to other rights or remedies available to **AT&T-22STATE** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to **AT&T-22STATE**, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

19.3 Approval of Request and Retroactive Charges:

19.3.1 If **AT&T-22STATE** approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to **AT&T-22STATE** for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **AT&T-22STATE** of any of its rights or privileges under this Appendix or otherwise.

19.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from **AT&T-22STATE**'s Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **AT&T-22STATE** licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at **AT&T-22STATE**'s request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to **AT&T-22STATE** or another Other User, and shall pay **AT&T-22STATE** for all Costs incurred by **AT&T-22STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

19.4 Removal of Unauthorized Attachments:

19.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, **AT&T-22STATE** shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, **AT&T-22STATE** may, at **AT&T-22STATE**'s option, remove Attaching Party's Facilities at Attaching Party's expense.

19.5 No Ratification of Unpermitted Attachments or Unauthorized Use of **AT&T-22STATE**'s Facilities:

19.5.1 No act or failure to act by **AT&T-22STATE** with regard to any unauthorized Attachment or Occupancy or unauthorized use of **AT&T-22STATE**'s Structure shall be deemed to constitute a ratification by **AT&T-22STATE** of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

19.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

19.6 Prompt Payment of Applicable Fees and Charges:

19.6.2 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

19.7 No Implied Waiver or Ratification of Unauthorized Use:

19.7.1 No act or failure to act by **AT&T-22STATE** with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by **AT&T-22STATE** of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

## 20.0 Removal of CLEC's Facilities

20.1 When Applicant no longer intends to occupy space on an **AT&T-22STATE** Pole or in a **AT&T-22STATE** Duct or Conduit, Applicant will provide written notification to **AT&T-22STATE** that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

20.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from **AT&T-22STATE**'s Structure.

20.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to **AT&T-22STATE**'s Manholes.

20.1.3 Applicant shall be solely responsible for the removal of its own Facilities from **AT&T-22STATE**'s Structure.

20.2 At **AT&T-22STATE**'s request, Attaching Party shall remove from **AT&T-22STATE**'s Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **AT&T-22STATE** that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in **AT&T-22STATE**'s Structure.

20.3 Removal Following Termination of Occupancy Permit:

20.3.1 Attaching Party shall remove its Facilities from **AT&T-22STATE**'s Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.

20.4 Removal Following Replacement of Facilities:

20.4.1 Attaching Party shall remove Facilities no longer in service from **AT&T-22STATE**'s Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

20.5 Removal to Avoid Forfeiture:

20.5.1 If the presence of Attaching Party's Facilities on or in **AT&T-22STATE**'s Structure would cause a forfeiture of the rights of **AT&T-22STATE** to occupy the property where such Structure is located, **AT&T-22STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. **AT&T-22STATE** will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of **AT&T-22STATE**'s rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

20.6 Removal of Facilities by **AT&T-22STATE**; Notice of Intent to Remove:

20.6.1 If Attaching Party fails to remove its Facilities from **AT&T-22STATE**'s Structure in accordance with the

provisions of Sections 19.1-19.5 of this Appendix, **AT&T-22STATE** may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **AT&T-22STATE** shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

20.7 Removal of Facilities by **AT&T-22STATE**:

20.7.1 If **AT&T-22STATE** removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse **AT&T-22STATE** for **AT&T-22STATE**'s Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

## 21.0 Rates, Fees, Charges and Billing

21.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

21.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

21.2 Changes to Rates, Charges and Fees:

21.2.1 Subject to applicable federal and state laws, rules, regulations and orders, **AT&T-22STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **AT&T-22STATE** will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this

21.2.2 Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.

21.3 Notice of Rate and Computation of Charges:

21.3.1 On or about November 1 of each year, **AT&T-22STATE** will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

21.4 Rate "True-Up":

21.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving **AT&T-22STATE** before the Commission, in the state which CLEC has either attached to or occupied **AT&T-22STATE** structures (ROW, Conduits, Ducts, and/or Poles).

21.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to **AT&T-22STATE**. If the Total Final Price is less than the Total Interim

Price, **AT&T-22STATE** shall pay the difference to CLEC.

21.4.3 Each Party shall keep its own records upon which a "True-Up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "True-Up," the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

## 22.0 Advance Payment

22.1 Attachment and Occupancy Fees:

22.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by **AT&T-22STATE** and shall be computed as set forth herein.

22.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

22.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

22.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**.

## 23.0 Indemnification

23.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

23.1.1 **AT&T-22STATE** shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. **AT&T-22STATE** agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of **AT&T-22STATE**, its employees, agents, contractors, subcontractors or invitees. However, **AT&T-22STATE** shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including **AT&T-22STATE**'s negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or **AT&T-22STATE**'s actions or omissions in regard thereto and CLEC shall indemnify and save harmless **AT&T-22STATE** from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

23.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of **AT&T-22STATE** and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by CLEC's employees, agents or contractors. CLEC agrees to reimburse **AT&T-22STATE** for all reasonable Costs incurred by **AT&T-22STATE** for the physical repair of such Facilities damaged by the negligence of CLEC.

23.1.3 CLEC shall indemnify, protect and save harmless **AT&T-22STATE**, its directors, officers, employees and agents, **AT&T-22STATE**'s other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by **AT&T-22STATE**, **AT&T-22STATE**'s other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of

defending those rights and/or consents.

23.1.4 The CLEC shall indemnify, protect and save harmless **AT&T-22STATE**, its directors, officers, employees and agents, **AT&T-22STATE**'s other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals 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, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of **AT&T-22STATE**'s Pole(s), Anchor(s), Guy(s), or Conduit System.

23.1.5 The CLEC shall indemnify, protect and save harmless **AT&T-22STATE**, its directors, officers, employees, and agents, **AT&T-22STATE**'s other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, 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 through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

23.1.6 CLEC shall promptly advise **AT&T-22STATE** 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 CLEC's Facilities. CLEC shall promptly notify **AT&T-22STATE** in writing of any suits or causes of action which may involve **AT&T-22STATE** and, upon the request of **AT&T-22STATE** copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to **AT&T-22STATE**.

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | FL | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN | | | | 9.98 | | | $/attachment/yr. |
| 3 | FL | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN | | | | 6.62 | | | $/attachment/yr. |
| 3 | FL | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/attachment/yr.) NON-URBAN | | | | 9.98 | | | $/each yr. |
| 3 | FL | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/attachment/yr.) URBAN | | | | 6.62 | | | $/each yr. |
| 3 | FL | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 0.88 | | | $/ft/yr. |
| 3 | FL | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | FL | STRUCTURE ACCESS | Cable Rate | | | | 4.38 | | | $/ft/yr. |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | GA | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN | | | | 8.20 | | | $/attachment/yr. |
| 3 | GA | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN | | | | 5.44 | | | $/attachment/yr. |
| 3 | GA | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/attachment/yr.) NON-URBAN | | | | 8.20 | | | $/each yr. |
| 3 | GA | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/attachment/yr.) URBAN | | | | 5.44 | | | $/each yr. |
| 3 | GA | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 1.12 | | | $/ft/yr. |
| 3 | GA | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | GA | STRUCTURE ACCESS | Cable Rate | | | | 3.60 | | | $/ft/yr. |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN - 2-user | | | | 9.45 | | | $/attachment/yr. |
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN - 3-user | | | | 5.35 | | | $/attachment/yr. |
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN - 2-user | | | | 9.45 | | | $/attachment/yr. |
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN - 3-user | | | | 5.35 | | | $/attachment/yr. |
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) NON-URBAN | | | | 12.90 | | | $/each/yr |
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) URBAN | | | | 8.60 | | | $/each/yr |
| 3 | KY | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 0.70 | | | $/ft/yr. |
| 3 | KY | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | KY | STRUCTURE ACCESS | Cable Rate 2-user | | | | 9.45 | | | |
| 3 | KY | STRUCTURE ACCESS | Cable Rate 3-user | | | | 5.35 | | | $/ft/yr. |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | LA | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN | | | | 6.90 | | | $/attachment/yr. |
| 3 | LA | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN | | | | 6.90 | | | $/attachment/yr. |
| 3 | LA | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) NON-URBAN | | | | 6.90 | | | $/each/yr |
| 3 | LA | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) URBAN | | | | 6.90 | | | $/each/yr |
| 3 | LA | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 1.24 | | | $/ft/yr. |
| 3 | LA | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | LA | STRUCTURE ACCESS | Cable Rate | | | | 6.90 | | | $/ft/yr. |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | MS | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN | | | | 5.67 | | | $/attachment/yr. |
| 3 | MS | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN | | | | 3.76 | | | $/attachment/yr. |
| 3 | MS | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) NON-URBAN | | | | 5.67 | | | $/each/yr |
| 3 | MS | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) URBAN | | | | 3.76 | | | $/each/yr |
| 3 | MS | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 0.96 | | | $/ft/yr. |
| 3 | MS | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | MS | STRUCTURE ACCESS | Cable Rate | | | | 2.49 | | | $/ft/yr. |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | SC | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN | | | | 4.07 | | | $/attachment/yr. |
| 3 | SC | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN | | | | 2.70 | | | $/attachment/yr. |
| 3 | SC | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) NON-URBAN | | | | 4.07 | | | $/each/yr |
| 3 | SC | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) URBAN | | | | 2.70 | | | $/each/yr |
| 3 | SC | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 0.96 | | | $/ft/yr. |
| 3 | SC | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | SC | STRUCTURE ACCESS | Cable Rate | | | | 1.79 | | | $/ft/yr. |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | TN | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) NON-URBAN | | | | 12.33 | | | $/attachment/yr. |
| 3 | TN | STRUCTURE ACCESS | Poles & Ducts - Poles ($/attachment/yr.) URBAN | | | | 8.18 | | | $/attachment/yr. |
| 3 | TN | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) NON-URBAN | | | | 12.33 | | | $/each/yr |
| 3 | TN | STRUCTURE ACCESS | Poles & Ducts - Anchors ($/each/yr) URBAN | | | | 8.18 | | | $/each/yr |
| 3 | TN | STRUCTURE ACCESS | Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct ($/ft/yr.) | | | | 0.86 | | | $/ft/yr. |
| 3 | TN | STRUCTURE ACCESS | Pole Attachment Transfer Rate | | | | 41.00 | | | year |
| 3 | TN | STRUCTURE ACCESS | Cable Rate | | | | 4.57 | | | $/ft/yr. |