

**SCHEDULE OF RATES**

**GOVERNING ATTACHMENTS TO**

**POLES, DUCTS, CONDUITS, RIGHT-OF-WAYS AND**

***ALTERNATIVE POLE ATTACHMENT TARIFF FOR***

***EDUCATIONAL TELECOMMUNICATIONS FACILITIES***

**FILED WITH THE MICHIGAN PUBLIC SERVICE COMMISSION**

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Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service Commission
<b>September 11, 2008</b>
Filed <u>RL</u>

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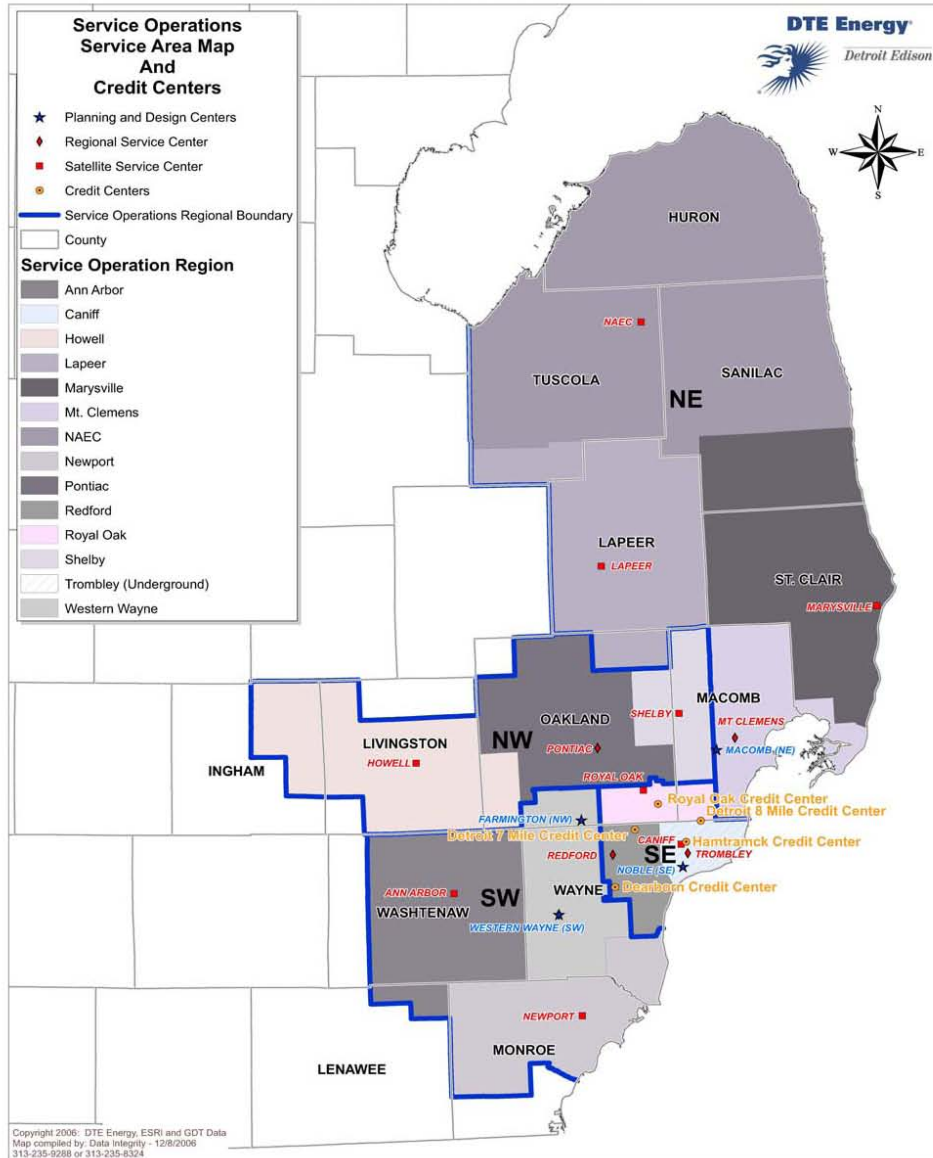
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**TERMS AND CONDITIONS FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**A-1.1 AVAILABILITY:**

- (1) The Detroit Edison Company (the "Company"), A Michigan corporation, is a public utility engaged in the generation, purchase, transmission, distribution and sale of electric energy in a 7,600 square mile service area in Southeastern Michigan with a population of approximately five million persons.
- (2) The Company owns and maintains utility poles, ducts, conduits and manholes upon which space may be available for rental to an "attaching party."
- (3) As used in the Company's Rate Schedule for Attachment and these Terms and Conditions for Attachment, "attaching party" and "attachment" are defined in accordance with P.A. 1939, No. 3, §6g, added by P.A. 1980, No. 470, §1, Effective March 31, 1981:
  - (a) "Attaching party" means any person, firm, corporation, partnership, or cooperatively organized association, other than a utility or a municipality, which seeks to construct attachments upon, along, under, or across public ways or private rights of way.
  - (b) "Attachment" means any wire, cable, facility, or apparatus for the transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence or for the transmission of electricity for light, heat, or power, installed by an attaching party upon any pole or in any duct or conduit owned or controlled, in whole or in part, by 1 or more utilities.

**A-1.2 NO PREJUDICE OF RIGHTS:**

The failure of the Company to enforce any of the terms of the Rate Schedule for Attachment, the Terms and Conditions for Attachment and/or the Pole and Conduit Use Agreement shall not be deemed a waiver of its right to do so.

**A-1.3 RATE SCHEDULES:**

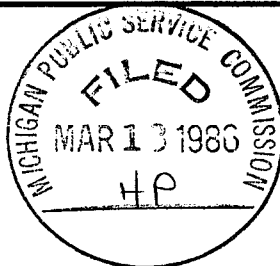
All general terms and conditions and rates and charges are subject to the approval of the Michigan Public Service Commission (M.P.S.C.). The general terms and conditions and rates and charges may be revised, amended, supplemented or otherwise changed from time to time as authorized by the M.P.S.C. and such changes, when effective, shall have the same force as present general terms and conditions and rates and charges.

**A-1.4 ACCOUNTS RECEIVABLE COST:**

The term "accounts receivable cost" is defined as the sum of the labor cost to remove any existing facilities, plus the labor and material cost to install the new work, with credit for the appropriate salvage value for the material removed. Labor and material costs include appropriate overheads.

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**A-2.1 ANNUAL POLE RENTAL RATE:**

- (1) The annual rental rate per pole shall be \$4.95. This rate shall remain in effect for 5 years from the date of the final order in Case No. U-8152, and thereafter until further order of the Commission.

**A-2.2 ANNUAL CONDUIT RENTAL RATE:**

- (1) The annual rental rate per duct foot shall be based on the Company's annual charges on the value of the Company's investment in conduit.

The formula is as follows:

$$R = I \times C \div F$$

R = Annual rental to be paid by attaching party per foot of duct occupied.

I = Reproduction cost depreciated of the Company's investment per foot of distribution and subtransmission individual duct.

C = Annual conduit carrying charge rate of the Company

F = Fill adjustment factor. Equals ratio of total occupancy in duct to total duct capacity.

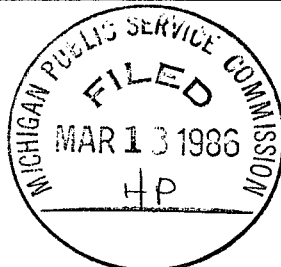
- (2) When utilization of conduit or duct in high density routes is estimated to approach capacity, additional rentals may be based on competitive bid of requesting parties, with the minimum bid considered being the authorized conduit rental rate.

**A-2.3 APPLICATION FEES:**

- (1) A non-refundable application fee may be charged by the Company to any party requesting permission to make attachment(s) to a utility pole(s). The purpose of the application fee is to recover the Company's expense to conduct the make ready survey required to determine the feasibility of the requested attachment(s). The application fee is due at the time application is made.

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The make ready survey may include, but is not limited to, field observation of each involved pole, clearance measurements, preparing a preliminary cost estimate for the Company's make ready work, advising other occupants on the pole(s), preparing a written response detailing the results of the make ready survey, and issuing a permit, if granted.

The pole application fee may be waived if the requesting party, in the sole judgment of the Company, has the expertise to complete the make ready survey.

- (2) A non-refundable application fee will be charged by the Company to any party requesting permission to make attachment(s) to utility conduit or duct(s). The purpose of the application fee is to recover the Company's expense to conduct the investigation required to determine the availability of Company owned conduit and duct between requested locations. The application fee is due at the time application is made.

The conduit system investigation may include, but is not limited to, an investigation of the Company's conduit and field book records, field visits, determination of the Company's current and future requirements, preparing a preliminary cost estimate for the Company's work to accommodate the attaching party, preparing a written response detailing the results of the conduit system investigation, and issuing a permit, if granted.

**A-2.4 UPDATE OF RATES:**

The Company will annually update the conduit/duct rental rate. The updated rate will be calculated in accordance with the formula included in section A-2.2 of these Terms and Conditions for Attachment. The updated rate will be calculated during the first quarter of each year, filed with the Michigan Public Service Commission on or before March 1st, and included with billings due the first day of April.

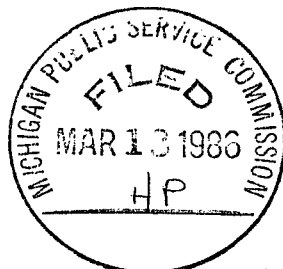
**A-3.1 BILLING:**

- (1) Annual rental shall be billed quarterly, due in advance on the first day of January, April, July and October, except as specified in A-3.1(7) and A-3.1(8).
- (2) Bills for pole reconstruction, alterations, inspections, expenses, rental and other charges shall be paid within thirty (30) days after presentation.
- (3) Bills shall include the following charges or costs when applicable:

- Power Supply Service
- Pole and Conduit Rental
- Rearrangement (Reconstruction or alteration)
- Inspection
- Other Expenses

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- (4) Quarterly pole rental shall be one quarter of the annual rate and shall be based on the number of existing pole attachments on the first day of the quarter.
- (5) Poles found attached in the field without permission shall be subject to three years retroactive billing and so noted on the formal permit.
- (6) Quarterly conduit/duct rental shall be one quarter of the annual rate and shall be based on the number of duct feet occupied on the first day of the quarter.
- (7) Attaching parties whose annual rental charges, when calculated in accordance with the Rate Schedule for Attachment's annual rental rates, are \$60.00 or less per contract are required to pay a minimum annual rental charge of \$60.00. Initial annual minimum rental charges shall be due in advance concurrent with the permit validation date. Thereafter, annual minimum rental charges shall be billed annually, due in advance on the first day of April.
- (8) Attaching parties not subject to annual minimum rental charges, but whose annual rental is \$1000 or less shall be billed annually, due in advance on the first day of April.
- (9) A late payment charge of 2% upon the unpaid balance of any bill rendered and outstanding beyond 30 calendar days from the date of physical mailing of the bill will be assessed.

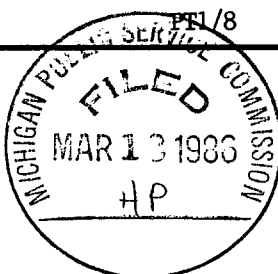
**A-4.1 SPECIFICATIONS:**

- (1) Minimum requirements for joint construction shall be in conformity with the then current edition of the National Electrical Safety Code except where modified by authority of the State of Michigan or any other authority having jurisdiction and the rules of the Company.
- (2) To facilitate proper construction, detailed specifications and drawings may be included in separate contracts with the attaching party.

**A-5.1 ESTABLISHING ATTACHMENT TO POLES, DUCT, CONDUIT AND TRENCHES: GENERAL CONDITIONS:**

- (1) The Company may grant to an attaching party a revocable permit to attach cables and facilities for power supplies of such weight as the Company may approve to such poles as the Company may designate (and no others). The Company may grant to an attaching party a revocable permit to install similar cables in the Company's conduit system or trenches as the Company may designate (and no others). The method and location of installation on poles or in conduit and trenches must first be approved by the Company. The Company may exclude or limit the number of certain facilities from manholes, conduit, ducts, trenches or poles.

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- (2) Attaching party shall be solely responsible for obtaining all necessary permits, consents or approvals, either public or private which may be necessary prior to the beginning of construction, and these Terms and Conditions for Attachment, the Rate Schedule for Attachment, and the Pole and Conduit Use Agreement shall be contingent upon acquisition of all such permits, consents or approvals.
- (3) No attachment, placement or installation shall be made by attaching party on any pole or poles or in trenches, manholes or conduits of the Company before written permission is received from the Company.
- (4) Attachments to conduit and duct will be limited to space available in existing Company facilities. Attaching parties will be accommodated in order of application date until capacity is approached.

**A-5.2 WORK TO ACCOMMODATE ATTACHMENTS TO POLES, DUCT OR CONDUIT:**

- (1) Any reconstruction, alteration or other work required to accommodate facilities of attaching party shall be done by the Company upon the request of attaching party, and the expense incurred in connection therewith shall be paid by attaching party.
- (2) Work to accommodate pole attachments ("make ready work") may include, but is not limited to, inspections, preparation of accounts receivable estimate, replacement of pole(s), and rearrangement, removal, replacement or transfer of utility or other attaching party's facilities.
- (3) Work to accommodate attachments to conduit or duct and manholes may include, but is not limited to, instruction, inspection, duct routing, evacuating manholes and certain materials including tags, hangers and conduit maps.
- (4) The amount of charges shall be the accounts receivable cost as determined by the Company. Payment shall be required prior to the Company performing any work or be covered by surety bond or equivalent.
- (5) Attaching party shall also reimburse any other authorized user of said poles, trench, conduit, duct or manholes for any expense incurred by said user in transferring, rearranging, or replacing its facilities or other added work to accommodate use by attaching party.
- (6) Satisfactory arrangements must be made with each other occupant(s) by the attaching party for any necessary rearrangement of their facilities to accommodate the attaching party's attachments.
- (7) The Company reserves the right to make contractual arrangements with the attaching party(s) as to coordination, procedures, construction time frames, specifications and other business conditions.

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**A-5.3 WORK PERFORMED BY ATTACHING PARTY(S) IN COMPANY CONDUIT:**

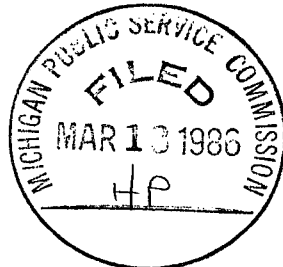
- (1) Supervision by the Company to direct any work including installation in conduits, racking in manholes, and inspections is mandatory. Attaching party or his contractor shall not enter any manhole or other Company facility without Company Supervision.
- (2) All work within the Company's conduits, ducts and manholes shall be performed by licensed electrical contractors and in conformance with the current edition of the National Electric Safety Code, Michigan law, Occupational Safety and Health Act, and the rules and specifications of the Company.

**A-5.4 TRENCHING:**

- (1) An attaching party proposing to place facilities in a utility underground trench shall submit a request to the Company. The request must be received by the Company prior to the joint utility planning phase which includes the joint utility plan for the underground trenching project.
- (2) An attaching party granted permission by the Company to place their facilities in a common utility trench shall pay an equal share of the cost to secure a common right-of-way agreement (permit), to develop the joint trenching construction drawing, and to perform the trenching and other associated trenching work. Payment shall be made directly to the utility, or utility contractor, providing the work.
- (3) The attaching party shall pay the total cost of any trenching or associated trenching work which may be provided for the attaching party's sole use.
- (4) Cost will be the direct labor cost plus overheads required to perform the work, or as billed by a utility contractor directly to the attaching party in accordance with the contractor's current contract with the utility.
- (5) The attaching party shall be required to pay all charges prior to start of construction.
- (6) The Company reserves the right to make contractual arrangements with the attaching party(s) as to coordination, procedures, construction time frames, specifications and other business conditions.

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**A-6.1 RIGHTS-OF-WAY:**

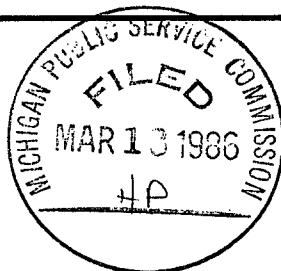
- (1) Attaching party shall be solely responsible for obtaining all necessary permits, consents or approvals, either public or private which may be necessary prior to the beginning of construction, and permission for attachments shall be contingent upon acquisition of all such permits, consents or approvals. Property subdivided under the Subdivision Control Act of 1967 grants the use of easements by persons providing utility service. This privilege does not extend to easements acquired by the utilities prior to the act. Attaching party shall provide to the Company, on request, written consent from private property owner or owners, stating that attaching party has permission to ingress and egress and also to construct and operate its facilities over and under and upon the Company owned pole or poles, ducts, conduits and trenches located on said private property.
- (2) At the request of attaching party(s), the Company may agree to attempt to secure common rights-of-way from a private property owner or developer for all attaching parties when proposing to install new utility pole(s) or common utility trench(es). Should the private property owner or developer refuse to grant common rights-of-way to the Company and attaching party(s), it is then the sole responsibility of the attaching party(s) to secure their own right-of-way.
- (3) Attaching party for which a common right-of-way has been secured by the Company, shall pay the Company an equal share of the accounts receivable cost to secure the common right-of-way.
- (4) The Company reserves the right to enter into a separate contractual arrangement with any party granted permission to make attachments in Company owned corridors. Such contract shall include provisions for payment to the Company for use of the Company right-of-way in addition to any other application, rental, make-ready or miscellaneous charges.

**A-7.1 MAINTENANCE OF FACILITIES:**

- (1) Attaching party shall, at its own expense, install and be responsible for its facilities on poles (including guying) and in trenches, conduit or manholes of the Company and shall maintain them in good and safe condition and in a manner suitable to the Company so as not to conflict with use of said poles, trench, conduit or manholes by the Company or other authorized users of said poles, trench, conduit or manholes or interfere with the working use of facilities thereon or therein; or which may from time to time be placed thereon or therein.
- (2) Upon notice from the Company, at any time, attaching party shall, at its own expense, relocate, remove, replace or renew its facilities, transfer to substituted poles, conduit or perform any other work in connection with said facilities that may be required by the Company, except as provided in Paragraph (3) following.

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- (3) In cases of emergency the Company may arrange to perform any necessary work involving facilities of attaching party as indicated in Paragraph (2) preceding. Attaching party shall, on demand, reimburse the Company for the expense thereby incurred.

**A-8.1 INSPECTION:**

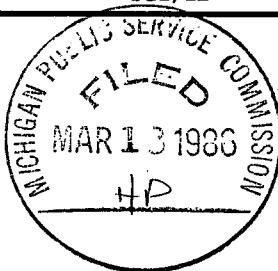
- (1) The Company reserves the right to inspect each new installation of attaching party and to make periodic inspections, as conditions may warrant, of the entire plant of attaching party.
- (2) Attaching party shall, on demand, reimburse the Company for the expense of all inspections at the then current rate in use by the Company which shall include burden or overhead as determined by the Company.

**A-9.1 TERMINATION OF USE OF COMPANY FACILITIES:**

- (1) Attaching party may at any time remove its facilities from any pole, poles or conduit of the Company but shall immediately give the Company notice of such removal. The procedure for such notification shall be as specified by contract.
- (2) The Company may, in its sole judgment, remove any poles or duct or conduit not needed for its service requirements; and attaching party shall, upon written notification from the Company, remove its attachments from such poles, duct or conduit.
- (3) Should the Company at any time require, for its own service needs on poles, the space occupied by attaching party on poles which had not been replaced at attaching party's expense, attaching party shall either vacate the space by removing its attachments or shall authorize the Company to replace the poles at the expense of attaching party.
- (4) Should the Company at any time require, for its own service needs, the space occupied in conduit by attaching party, attaching party shall remove its facilities upon 30 days written notice by the Company.
- (5) Upon notice from the Company to attaching party that the use of any pole, poles, conduit, or trenches is forbidden by governmental authorities or property owners, permission for attachments shall immediately be deemed terminated. Attaching party shall thereupon immediately remove all of its facilities from the pole, or poles or conduit or trenches involved.
- (6) The Company may require removal of attaching party facilities from poles, duct or conduit for non-payment of bills provided the bill remains unpaid 10 days after the bill due date and after at least five (5) days written notice has been given to the attaching party. The bill due date shall be 30 calendar days from the date of physical mailing of the bill.
- (7) The Company may require removal of attaching party facilities from poles, duct, conduit or trenches for failure of the attaching party to fulfill their contractual obligations for facilities and/or services provided by the Company, or for non-compliance with any rule established by the Michigan Public Service Commission or established by the Company and filed with the Michigan Public Service Commission.

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RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

AVAILABILITY:

Available to any "attaching party" as defined by P. A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1.

ANNUAL RENTAL RATE:

Pole Rental Rate: \$3.74 per pole per year  
Conduit Rental Rate: \$3.36 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

APPLICATION FEES:

Pole Application Fee: \$80.00 per request, non-refundable.

Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable.

MINIMUM ANNUAL RENTAL CHARGES:

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

WORK TO ACCOMMODATE:

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

RIGHT-OF-WAY: See Schedule Designations A-6.1

POWER SUPPLY SERVICE:

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

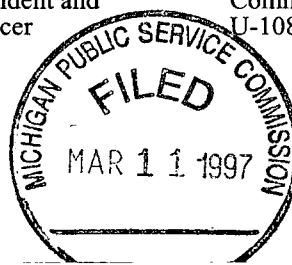
The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued by: L. G. Garberding  
Executive Vice President and  
Chief Financial Officer

Issued On: March 5, 1997

Effective on and after April 1, 1997 pursuant to  
Commission Order in Case Nos. U-10741, U-10816, and  
U-10831 dated February 11, 1997.



RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

AVAILABILITY:

Available to any "attaching party" as defined by P. A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1.

ANNUAL RENTAL RATE:

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$3.82 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

APPLICATION FEES:

Pole Application Fee: \$80.00 per request, non-refundable.

Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable.

MINIMUM ANNUAL RENTAL CHARGES:

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

WORK TO ACCOMMODATE:

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

RIGHT-OF-WAY: See Schedule Designations A-6.1

POWER SUPPLY SERVICE:

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

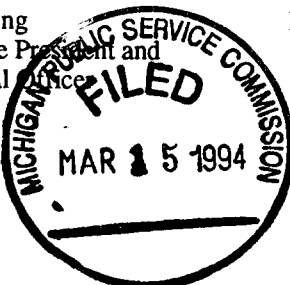
The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued by: L. G. Garberding  
Executive Vice President and  
Chief Financial Officer

Effective on and after April 1, 1994 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152.

Issued On: March 1, 1994



RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

**AVAILABILITY:**

Available to any "attaching party" as defined by P. A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1.

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$3.56 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable.

Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable.

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designations A-6.1

**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued by: L. G. Garberding  
Executive Vice President and  
Chief Financial Officer

Effective on and after April 1, 1993 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152.

Issued On: March 1, 1993



**RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**AVAILABILITY:**

Available to any "attaching party" as defined by P. A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1.

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$3.39 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable.

Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable.

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designations A-6.1

**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: April, 1992  
By: L. G. Garberding  
Executive Vice President and  
Chief Financial Officer  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after April 1, 1992 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152.



RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

AVAILABILITY:

Available to any "attaching party" as defined by P. A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1.

ANNUAL RENTAL RATE:

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$3.67 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

APPLICATION FEES:

Pole Application Fee: \$80.00 per request, non-refundable.

Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable.

MINIMUM ANNUAL RENTAL CHARGES:

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

WORK TO ACCOMMODATE:

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

RIGHT-OF-WAY: See Schedule Designations A-6.1

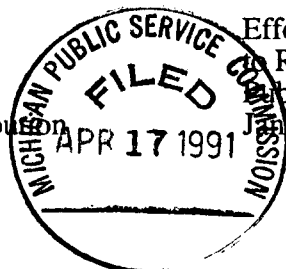
POWER SUPPLY SERVICE:

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: April, 1991  
By: W. R. Holland  
Senior Vice President  
Energy Marketing and Distribution  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after April 1, 1991 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152.

**RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**AVAILABILITY:**

Available to any "attaching party" as defined by P.A 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$3.68 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable  
Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designation A-6.1

**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: March, 1990  
By: W. R. Holland  
Senior Vice President  
Energy Marketing and Distribution  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after April 1, 1990 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152.

**RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**AVAILABILITY:**

Available to any "attaching party" as defined by P.A 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$3.56 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable  
Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designation A-6.1

**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: March, 1989  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after April 1, 1989 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152.

**RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**AVAILABILITY:**

Available to any "attaching party" as defined by P.A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$4.00 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable  
Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.1  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designation A-6.1

**POWER SUPPLY SERVICE:**

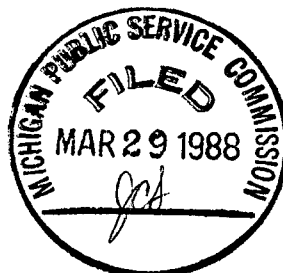
The monthly rate for un-metered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for un-metered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: March, 1988  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226

Effective on and after April 1,  
1988 pursuant to Rule A-2.4 as  
approved by the Michigan Public  
Service Commission Order dated  
January 22, 1986 in Case No. U-8152



RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

**AVAILABILITY:**

Available to any "attaching party" as defined by P.A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way. See Schedule Designation A-1.1

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year  
Conduit Rental Rate: \$4.35 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable  
Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3

Conduit Application Fee: \$625.00 per request, non-refundable

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2  
Conduit: See Schedule Designations A-5.2  
Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designation A-6.1

**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: March, 1987  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after April 1, 1987 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152

**RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**AVAILABILITY:**

Available to any "attaching party" as defined by P.A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way.

See Schedule Designation A-1.1

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year

Conduit Rental Rate: \$4.30 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable  
Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2

Conduit: See Schedule Designations A-5.2

Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designation A-6.1

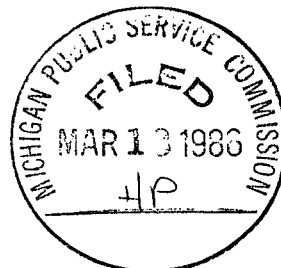
**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: March, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after April 1, 1986 pursuant to Rule A-2.4 as approved by the Michigan Public Service Commission Order dated January 22, 1986 in Case No. U-8152

**RATE SCHEDULE FOR ATTACHMENT TO  
POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**AVAILABILITY:**

Available to any "attaching party" as defined by P.A. 1939, No. 3 §6g granted permission by the Company to make attachments to the Company's poles, ducts, conduits, trenches or rights-of-way.

See Schedule Designation A-1.1

**ANNUAL RENTAL RATE:**

Pole Rental Rate: \$4.95 per pole per year

Conduit Rental Rate: \$4.59 per duct foot per year

The conduit rate is developed in accordance with Schedule Designation A-2.2.

**APPLICATION FEES:**

Pole Application Fee: \$80.00 per request, non-refundable  
Maximum number of poles at above rate is 6 poles. Application fee for applications involving 7 or more poles is \$80.00 plus \$13.00 per pole for each pole over 6 poles, or the accounts receivable cost.

Pole application fee may be waived in accordance with Schedule Designation A-2.3.

Conduit Application Fee: \$625.00 per request, non-refundable

**MINIMUM ANNUAL RENTAL CHARGES:**

\$60.00 per year per contract to recover costs associated with invoicing, collection and record keeping.

**WORK TO ACCOMMODATE:**

Poles: See Schedule Designations A-5.2

Conduit: See Schedule Designations A-5.2

Trenching: See Schedule Designations A-5.4

**RIGHT-OF-WAY:** See Schedule Designation A-6.1

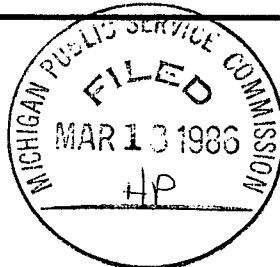
**POWER SUPPLY SERVICE:**

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission.

The total charge for unmetered electric service will be based on the number of flat rate power services existing at the end of the quarter.

PT1/13

Issued: January, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after January 22, 1986 under authority of Order of the Michigan Public Service Commission dated January 22, 1986 in Case No. U-8152

**Alternative Pole Attachment Tariff**  
**For**  
**Educational Telecommunications Facilities**

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Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service Commission
<b>September 11, 2008</b>
Filed _____ AL



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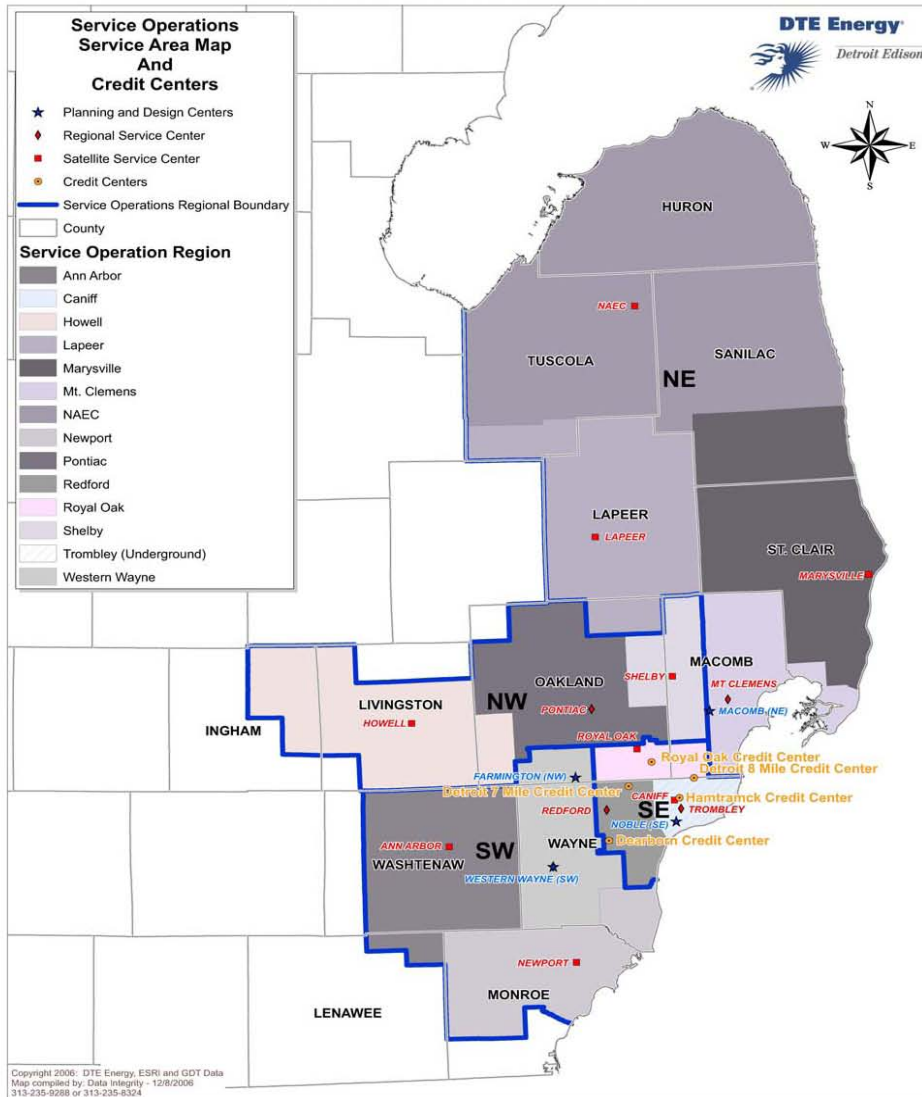
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Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service  
Commission

**September 11, 2008**

Filed 



Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
Detroit, Michigan

Michigan Public Service  
Commission

September 11, 2008

Filed AL

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**Alternative Pole Attachment Tariff**

**For**

**Educational Telecommunications Facilities**

**Availability**

Available to any Educational Institution, as defined in this Tariff, meeting the terms and conditions of this Pole Attachment Tariff for Educational Telecommunications Facilities for the purpose of attachment pursuant to MCL 460.6g on poles or in conduit owned by The Detroit Edison Company (Company) and no others.

**Definitions**

- (1) The "Company" means The Detroit Edison Company, a Michigan corporation, a public utility engaged in the generation, purchase, transmission, distribution, and sale of electric energy in a 7,600 square mile service area in Southeastern Michigan, and which owns and maintains utility poles, ducts, conduits and manholes upon which space may be available for rental to an "Attaching Party."
- (2) "Attaching Party" and "Attachment" mean those terms as defined at MCL 460.6g, and under this Tariff is an educational institution. Under this Tariff, a pole attachment overlashed upon another attachment or looped back upon itself, where there is attachment to a pole at only a single point does not constitute a separate attachment for the purpose of calculating annual rental charges. Power Supplies are not an additional attachment for purposes of calculating annual rental charges if they are located in an un-useable space on the pole.

(Continued on [Sheet No. C1.5](#))

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Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service Commission
<b>September 11, 2008</b>
Filed _____ 

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Effective for service rendered on  
and after September 11, 2008

Issued under authority of the  
Michigan Public Service Commission  
dated August 12, 2008  
In Case No. U-14528

(Continued from [Sheet No. C1.4](#))

- (3) “Educational Institution” means a public educational institution or a private non-profit educational institution approved by the Michigan Department of Education to provide a program of primary, secondary, or higher education, a public library, or a non-profit educational association whose primary purpose is education and not the commercial sale or leasing of telecommunications services, information services, internet services, fiber capacity or bandwidth. A non-profit educational association consists of two or more of the following: (i) public educational institutions, (ii) non-profit educational institutions approved by the Michigan Department of Education, (iii) Michigan Board of Education, and (iv) a non-profit association of educational institutions.
- (4) “Un-useable space” is that part of a pole where a pole to pole attachment cannot be located without causing the pole-to-pole attachment to be at variance with the National Electrical Safety Code.
- (5) “Commission” or “MPSC” means the Michigan Public Service Commission or any successor agency.
- (6) “NESC” means the National Electrical Safety Code as adopted by the MPSC.
- (7) “Abandoned facilities” means Educational Institution pole attachment facilities that are no longer being used for or capable of delivering communication signals and those facilities that are “out of service” as defined in the NESC.
- (8) The term “accounts receivable cost” is defined as the sum of the labor cost to remove any existing facilities, plus the labor and material cost to install the new work, with credit for the appropriate salvage value for the material removed. Labor and material costs include the Company’s overhead costs.

**Rate Schedules**

All general terms and conditions and rates and charges are subject to the approval of the MPSC. The general terms and conditions and rates and charges may be revised, amended, supplemented or otherwise changed from time to time only as authorized by the MPSC, and such changes, when effective, shall have the same force as present general terms and conditions and rates and charges. No rates or charges may be assessed or collected by the Company in connection with the services addressed herein unless they are allowed for herein this Tariff.

(Continued on [Sheet No. C1.6](#))

Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service Commission
<b>September 11, 2008</b>
Filed 

Effective for service rendered on  
and after September 11, 2008

Issued under authority of the  
Michigan Public Service Commission  
dated August 12, 2008  
In Case No. U-14528

(Continued from [Sheet No. C1.5](#))

### **Annual Pole Rental Rate**

The annual attachment rate per pole shall be \$3.74. This rate shall remain in effect until further order of the Commission. Overlashing of Educational Institution's own attachment is not considered an attachment, provided that there is no additional hardware attached to the pole and the pole and the attachment to which the overlashing is attached is capable of handling the additional pole loading. The Company shall be notified prior to construction of the proposed overlashing to allow it to assess the structural integrity of the pole and the attachment to which the overlashing is attached relative to the additional load caused by the overlashing by submitting, and paying for, new requests for permits for each pole to be passed on the overlash route.

### **Annual Conduit Rental Rate**

The annual rental rate per duct foot shall be \$3.36. This rate shall remain in effect until further order of the Commission.

### **Process for Establishing Attachments**

Educational Institutions taking service under this Tariff shall:

- (1) No less than one year before filing applications for pole attachment permits inform the Company of its intention to establish a Wide Area Network or similar information/telecommunication project connecting Educational Institution buildings, services or facilities of any kind that will require attachment to Company's poles or location in Company's conduit prior to undertaking the engineering and cost analysis of such a project;
- (2) Inform the Company in writing of the target date for establishing attachment within 30 days after voter approval of bonds to fund the technology project for which attachment will be sought, or, if the project will not be bond funded, within 30 days after the decision to build the project is made;

(Continued on [Sheet No. C1.7](#))

Issued September 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service Commission
<b>September 11, 2008</b>
Filed 

Effective for service rendered on  
and after September 11, 2008

Issued under authority of the  
Michigan Public Service Commission  
dated August 12, 2008  
In Case No. U-14528

(Continued from [Sheet No. C1.6](#))

- (3) Inform the Company of the name, address, phone number, cell phone number, electronic mail address and contact person of (a) the Educational Institution's engineering contractor for the project, and (b) the Educational Institution's installation contractor for the project within thirty (30) days after signing the contract; and
- (4) When submitting permit applications to the Company, inform the Company of the locations to be connected by the proposed attachments, and request that the Company accommodate a joint rideout (to include Company and Proposed Educational Institution attacher or its designated representative).

The Company shall:

- (1) Provide the Educational Institution with detailed information explaining the process for establishing attachment, pole attachment permit applications, and any other necessary forms, as soon as practicable after being informed of the project; and
- (2) Accommodate one request for one joint rideout as provided for in 'Application Fees' below. The parties shall schedule the joint rideout no more than 30 days after application date. The purpose of the joint rideout is to allow the Educational Institution and the Company to physically view possible routes for connection of the proposed locations, and to allow the Educational Institution to decide the most feasible route with input from the Company regarding conditions existing on the poles involved.

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### Application, Issuance of Permits and Fees

- (1) Educational institutions shall apply to the Company for a permit to attach on forms provided by the Company in an application. The Company shall issue a permit within 90 days of the application date for projects with less than 300 poles. The Company shall issue a permit within 120 days of the application date for projects with 300 to 500 poles. The Company shall issue a permit within 180 days of the application date for projects with 500 to 1000 poles. The Company and Educational Institution shall negotiate the time period that the Company shall issue a permit for projects with greater than 1000 poles. The time periods in this Section "Applications, Issuance of Permits and Fees" are contingent upon the Educational Institution fulfilling its responsibilities under Section "Process for Establishing Attachments," and by performance of other obligations under this Tariff.
- (2) A non refundable application fee may be charged by the Company to any Educational Institution requesting permission to make attachment(s) to a utility pole(s). The purpose of the application fee is to recover the Company's expense to conduct the make ready survey required to determine the feasibility of the requested attachment(s).
- (3) The Non-Refundable Pole Application Fee entitles the Educational Institution to: (a) participate in one joint rideout, (b) application processing, (c) a make ready survey of the poles along the one route identified as the most feasible in the joint rideout, (d) data collection and design necessary for make ready work along the one route identified as the most feasible in the joint rideout, (e) an estimate for the cost of make ready work for the poles along the route identified in the joint rideout as the most feasible, (f) a meeting to discuss final make ready design and costs, (g) an invoice for final make ready costs along the one route identified in the joint rideout as the most feasible, (h) installation permits for approved poles along the one route identified in the joint rideout as the most feasible and not requiring make ready work.

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- (4) The Non-Refundable Conduit Application Fee entitles the Educational Institution to: (a) one investigation of the Company's conduit and field book records to determine availability of Company facilities, (b) one field visit, (c) determination of the Company's current and future requirements for the conduit involved, (d) preparation of one preliminary cost estimate for the Company's work to accommodate the Educational Institution's cable, (e) one written response detailing the results of the Company's conduit investigation, (f) permits (if granted), (g) one final invoice for the Company's work to accommodate the Educational Institution's cable.
- (5) The Pole Application Fee shall be \$80 for the first six poles to which attachment is sought, and \$13 for each additional pole. The application fee is due when invoiced after an application is made. The pole application fee will be waived if the requesting party, at its option, completes the make ready survey, provides the results to the Company, and the survey proves to the Company's satisfaction that it is completed by qualified experts.
- (6) A Non-Refundable Application Fee may be charged by the Company to any Educational Institution requesting permission to make attachment(s) to a utility conduit or duct(s). The purpose of the application fee is to recover the Company's expense to conduct the investigation required to determine the availability of Company owned conduit and duct between requested locations. The application fee is due when invoiced after an application is made. The Application Fee shall be \$625 per request.

### Power Supply Service

The monthly rate for unmetered electric service to each power supply shall be determined by the applicable electric rate currently on file with the Michigan Public Service Commission. The total charge for unmetered electric service will be based on the number of flat rate power services and the total wattage for the power supplies existing at the end of the quarter. Power Supplies are to be located in un-useable space whenever possible.

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**Billing**

- (1) Annual rental shall be billed quarterly, due in advance on the first day of January, April, July and October, except as specified in sections (7) and (8) below.
- (2) Bills for pole reconstruction, alterations, inspections, expenses, rental and other charges shall be paid within thirty (30) days of presentation.
- (3) Make ready amounts shall be paid as soon as possible subject to (2) and adjustment of permit timeframe.
- (4) Bills shall include only the following charges or costs, in conformity with the rates, terms, and conditions therefore specified herein, when applicable:
  - i. Power Supply Service (energy use)
  - ii. Pole and/or Conduit Rental
  - iii. Pole and/or Conduit Application Fees
  - iv. Make Ready work
  - v. Inspections
  - vi. Other charges explicitly approved in this Tariff
- (5) Quarterly pole rental shall be one quarter of the effective annual pole rental rate and shall be based on the number of existing pole attachments on the first day of the quarter.
- (6) All Educational Institution attachments attached to Detroit Company poles without permission shall be subject to three years retroactive pole rental and so noted on the formal permit if the attachment was made by the educational institution or its representative and not by the utility itself or a third Party.
- (7) Quarterly conduit/duct rental shall be one quarter of the effective annual conduit rental rate and shall be based on the number of duct feet occupied on the first day of the quarter.

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- (8) Educational Institutions whose annual rental charges, when calculated in accordance with this Tariff, are \$60 or less are required to pay a minimum annual rental charge of \$60. Initial annual minimum rental charges shall be due in advance concurrent with the permit validation date. Thereafter, annual minimum rental charges shall be billed annually, due on the first day of April.
- (9) Educational Institutions not subject to annual minimum rental charges, but whose annual rental is \$1000 or less shall be billed annually, due in advance of the first day of April.
- (10) The annual rental rate shall apply to abandoned facilities until the end of the Quarter preceding a written notice from the Educational Institution that such abandoned facilities have been removed.

**Specifications**

- (1) Minimum requirements for joint construction shall be in conformity with the then current edition of the National Electrical Safety Code except where modified by authority of the State of Michigan or any other authority having jurisdiction.

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- (2) To facilitate proper construction, detailed specifications and drawings may be provided upon request by the Educational Institution or the Company.
- (3) The attachment or installation of cable by Educational Institution shall conform with the then current edition of the National Electrical Safety Code as approved by the Michigan Public Service Commission, including modifications by authority of the Michigan Public Service Commission, the State of Michigan or any other authority having jurisdiction, any applicable work practices including, but not limited to, the Tariff, Department of Labor Occupational Safety and Health Act (OSHA), Michigan Occupational Safety and Health Act (MIOSHA), Michigan Department of Transportation Regulations (DOT), and the requirements contained in the Company's Construction Standards. Included within Educational Institution's duty to conform with the National Electrical Safety Code, Educational Institution is required to inspect its system, and confirm to the Company, in writing, that its installations comply with the National Electrical Safety Code, subject to the Company's verification.
- (4) Where Educational Institution's facilities will be installed in conduit system, Educational Institution may use any reasonably available innerduct, as determined by the Company. If there is no such reasonably available innerduct, Educational Institution will have the Company install three innerducts at Educational Institution's expense. If the duct will not support three innerducts, Educational Institution will have the Company install as many innerducts as feasible. All innerducts installed in the Company's conduit system shall become the property of the Company, and the Company shall be free to use such innerducts for any purposes it deems appropriate. Educational Institution's facilities will be installed by the Company in one of those innerducts at Educational Institution's expense. As used in this paragraph, innerduct shall mean high-density polyethylene ducts, 1 ¼ inch in diameter, installed within the Company's conduit system.

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### Establishing Attachment to Poles, Duct, Conduit and Trenches

- (1) This Tariff is designed to enable an Educational Institution the opportunity to begin installing facilities within a timeframe specified in the Section "Applications, Issuance of Permit and Fees" of this Tariff subject to exception and provided the Educational Institution satisfies the notification provisions in the "Process for Establishing Attachments" section. Allowed exceptions include: (i) situations such as major hurricanes or other natural disasters where the Company can lose a large portion of its crews to the restoration efforts, (ii) labor strikes, (iii) situations outside of the reasonable control of the Company, excluding NESC violations by third parties, (iv) make ready payment delays or disputes, and (v) Force Majeure.
- (2) The Company shall grant to an Educational Institution a revocable permit to attach cables, facilities, and power supplies to such poles as the Company may approve. The Company shall grant to an Educational Institution a revocable permit to install similar cables in the Company's conduit system or trenches as the Company may designate. The method and location of installation on poles or in conduit and trenches must first be approved by the Company.
- (3) The Company shall grant or lawfully deny requests for pole attachment on poles or in conduit and trenches within the time period described in Section "Applications, Issuance of Permit and Fees." If a pole is not in compliance with the National Electrical Safety Code due to conditions unrelated to the Educational Institution's application, such non-compliance shall not be considered the basis for lawful denial of a request to attach.

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- (4) No attachment, placement or installation shall be made by Educational Institution on any pole or poles or in trenches, manholes or conduits of the Company before written permission is received from the Company. Such permission shall be denied only for reasons of lack of excess capacity, safety, reliability, or generally applicable engineering reasons including, but not limited to, electrical system, security, and operability, or to facilitate service to electric customers. The procedures and forms to be used in making application and receiving permission for attachment, placements or installations shall be as provided for in the Administrative Practices. Educational Institution shall attach or install its cable on poles or in conduit systems of the Company at its own expense.
- (5) Attachments to conduit and duct will be limited to space available in existing Company facilities. Attaching parties will be accommodated in order of application dates until capacity is approached.
- (6) Educational Institution has non-exclusive rights for its attachments on poles, or in conduit systems and trenches. Attachment pursuant to this Tariff does not imply or guarantee that Educational Institution will have sole occupancy of a pole, conduit system, or trench.

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**Work to Accommodate Attachments to Poles, Duct, or Conduit**

- (1) Any reconstruction, alteration or other work required to accommodate Educational Institution facilities shall be completed so that the time period in Section “Applications, Issuance of Permit and Fees” is followed. The expense incurred in making ready a pole for attachment shall be paid by Educational Institution. The Educational Institution shall be required to pay all charges prior to start of construction.
- (2) Work to accommodate pole attachments (“make ready work”) may include preparation of an invoice for such work (which may be based upon an estimate), replacement of pole(s), rearrangement, removal, or replacement or transfer of utility or other attaching parties’ facilities, and inspections.
- (3) Work required to remediate NESC issues of other attachers not related to the Educational Institution's application to attach shall not be considered Make Ready Work, and the expenses incurred in performing such work shall not be billed to the Educational Institution.
- (4) Work to accommodate attachments to conduit or duct and manholes may include instruction, inspection, duct routing, evacuating manholes and certain materials including tags, hangers and conduit maps, and other related tasks.

**Work Performed by Educational Institution(s) in Company Conduit**

The Company may permit installation work in its conduits to be undertaken by qualified contractors hired by the Educational Institution subject to (1) and (2) of this section.

- (1) Supervision by the Company to direct any work including installation in conduits, racking in manholes, and inspections is mandatory. Educational Institution and its contractor shall not enter any manhole or other Company facility without Company Supervision. Any supervision provided by the Company is for the purpose of determining compliance with the technical provisions of Company rules and regulations for service and is, in no way, a guarantee of methods or appliances used by the contractor or Educational Institution, or for the safety of the job.

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- (2) All work within the Company's conduits, ducts and manholes shall be performed by licensed electrical contractors and in conformance with the current edition of the National Electrical Safety Code, Michigan law, and the Occupational Safety and Health Act, and the rules and specifications of the Company.

### Trenching

- (1) An Educational Institution proposing to place facilities in a Company underground trench shall submit a request to the Company. The request must be received by the Company prior to the joint utility planning phase which includes the joint utility plan for the underground trenching project.
- (2) An Educational Institution granted permission by the Company to place their facilities in a common Company trench shall pay an equal share of the cost to secure a common right-of-way agreement (permit), to develop the joint trenching construction drawing, and to perform the trenching and other associated trenching work. Payment shall be made directly to the Company or utility contractor providing the work.
- (3) The Educational Institution shall pay the total cost of any trenching or associated trenching work which may be provided for the Educational Institution's sole use.
- (4) Cost will be the direct labor cost plus Detroit Edison overhead costs required to perform the work, or as billed by a utility contractor directly to the Educational Institution in accordance with the contractor's current contract with the Company.
- (5) The Educational Institution shall be required to pay all charges prior to start of construction.

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**Rights-of-way**

- (1) Educational Institution shall be solely responsible for obtaining all necessary permits, consents, easements, rights of way and approvals, either public or private which may be necessary prior to the beginning of construction and continuing after installation. In addressing the Educational Institution's application, the Company will not consider the existence of the Educational Institution's necessary permits, consents, easements, rights of way and approvals, either public or private (except for private easements or rights of way purchased by the Company for which Educational Institutions shall pay a proportionate share of the cost) which may be necessary prior to the beginning of construction and continuing after installation. However, Educational Institution shall fully and completely hold the Company harmless against all claims, demands, judgments and orders from any and all persons, courts of law, administrative tribunals, governments or government agencies of any kind relating to Educational Institution's failure to obtain such necessary permits, consents, easements, rights of way or approvals, either public or private and shall immediately take sole responsibility for any and all claims, demands, judgments and orders applying to Educational Institutions' facilities.
- (2) At the request of Educational Institution(s), the Company may agree to attempt to secure common rights-of-way from a private property owner or developer for all attaching parties when proposing to install new utility pole(s) or common utility trench(es). Should the private property owner or developer refuse to grant common rights-of-way to the Company and/or Educational Institution(s), it is then the sole responsibility of the Educational Institution(s) to secure their own rights-of-way.
- (3) An Educational Institution, for which a common right-of-way has been secured by the Company, shall pay the Company an equal share of the cost to secure the common right-of-way.

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### Inspections

- (1) The Company may inspect each new installation of Educational Institution and thereafter may make periodic inspections, as conditions may warrant.
- (2) Educational Institution may be required to reimburse the Company for the actual cost of such inspections, but the cost to be reimbursed shall not exceed the fees that would be applicable if Educational Institution were applying to install the inspected facilities for the first time. Notwithstanding the foregoing, unless there is substantial reason to believe an inspection is necessary (such as, but not limited to, reliable information suggesting the existence of NESC issues involving Educational Institutions attachments) the Company shall not charge the Educational Institution for such inspection: (1) for the first five years immediately following the initial installation; (2) more than once every three years after the initial five years; or (3) if at Educational Institution's option it provides to the Company a written report of having completed an inspection of all of its attachments at least once each three years after the initial five years by an adequately qualified expert. Educational Institution shall be provided a detailed written report of each inspection performed by the Company or its agent.
- (3) Educational Institution shall not be charged the full cost of inspection if the inspection is also examining the Company's electrical attachments. In such case costs shall be fairly and reasonably apportioned.
- (4) The Educational Institution shall be responsible for correcting NESC compliance issues involving their facilities as identified from the inspections. Corrections must be completed or scheduled for completion within 30 days of notification.

### Termination of the Use of Company Facilities

- (1) Educational Institution may at any time remove its facilities from any pole, poles or conduit of the Company but shall immediately give the Company notice in writing of such removal.
- (2) The Company may, in its reasonable judgment, remove any poles or duct or conduit not needed for its service requirements; and Educational Institution shall, upon written notification from the Company, remove its attachments from such poles, duct or conduit, at its expense, in a reasonable time frame and consistent with the circumstances involved. The Company and Educational Institution shall work cooperatively to attempt to find a reasonable alternative means to support the Educational Institution's facilities.

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### Labeling of Attachments

At each pole or manhole location and at Educational Institution's expense, cables (including guy wires) shall be identified with a durable, legible weatherproof cable identification tag showing the Educational Institution's name consistent with the Company's Administrative Practices. All power supplies must also be identified with a label identifying Educational Institution's name. In the event Educational Institution changes its name, it shall also relabel its attachments accordingly.

### Maintenance of Attachments:

- (1) Educational Institution shall, at its own expense, install and be responsible for its facilities on poles (including guying) and in trenches, conduit or manholes of the Company and shall maintain them in good and safe condition so as not to conflict with use of said poles, trench, conduit or manholes by the Company or other authorized users of said poles, trench, conduit or manholes or interfere with the working use of facilities thereon or therein; or which may from time to time be placed thereon or therein.
- (2) Upon notice from the Company, at any time, Educational Institution shall, at its own expense, relocate or repair its facilities, transfer to substituted poles, conduit or manholes and perform any other work in connection with said facilities that may be required by the Company, except as provided in Paragraph (3) following.
- (3) In cases of emergency, or as otherwise agreed, the Company may arrange to perform any necessary work involving the facilities of Educational Institution as indicated in Paragraph (2) preceding. Educational Institution shall, on being invoiced, reimburse the Company for the expense thereby incurred, including the Company's overhead costs.
- (4) Any additional tree trimming required for the attachment, installation, or maintenance of Educational Institution's cable beyond that which the Company would perform had Educational Institution cable not been present on the Company's poles shall be the responsibility of Educational Institution.
- (5) In the event Educational Institution experiences an emergency with its cable in the conduit system, it is necessary that a Company representative be at the site before Educational Institution, or its contractor, enters a Company manhole. The Company will respond to an emergency as arranged between the Educational Institution and the Company. Educational Institution shall pay the Company's Accounts Receivable costs for such work.

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
- (6) In the event of an emergency on its poles or its conduit system, the Company may take whatever action it deems necessary and appropriate under the circumstances, including, but without limitation, the removal of Educational Institution's cable from its poles or conduit system. Educational Institution shall pay the Company's Accounts Receivable costs for such work. The Company will make reasonable efforts to notify Educational Institution prior to taking such action. The failure to provide such notice shall not subject the Company to liability for any loss of or damage to Educational Institution.
- (7) In joint use trenches, with energized electrical facilities, Educational Institution shall hand expose (no power tools) its facilities to work and/or repair Educational Institution facilities. Further, when any work is necessary to install, maintain or repair its underground facilities, Educational Institution shall follow the provision as detailed in Act 53 of Michigan Public Acts of 1974; MCLA 460.701, et seq.; MSA 22.190(1), et seq. All personnel involved in hand exposing facilities shall be trained in possible dangers and have knowledge of the approved methods and safety precautions. Normally, the Company will not de-energize its facilities during the Educational Institution hand exposing work. However, digging in any manner shall not be performed around faulted electric power cables until the Company has verified that it is de-energized and tested. It shall be incumbent upon the Educational Institution to determine through inquiry and field observation any potential for damage to power facilities before digging and to avoid such damage.
- (8) Abandoned facilities shall be maintained the same as in service facilities.

### Administrative Practices

Specifications, drawings, forms and any practice or procedure essential to the detailed administration and operation of this Tariff are contained in the Administrative Practices, which is incorporated in and made part of this Tariff. The Company shall have the right, acting reasonably and with advance written notice to Educational Institution, to amend or change the Administrative Practices. Such amendments and/or changes shall become a part of this Tariff to the same extent as though originally part of the Administrative Practices. All Administrative Practices shall be applied in a nondiscriminatory manner among attaching parties and other entities on the Company's poles and in the Company's conduit systems or trenches. Each version of the Administrative Practices shall be dated and the Company shall keep a history of and copies of the various Administrative Practices versions adopted over time, which shall be made available for public review upon request.

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### Protection and Insurance

- (1) The Company reserves to itself, its successors and assigns, the right to maintain its poles, conduit system and trenches and to operate its cables thereon in such manner as will best enable it to fulfill its own service requirements. The Company shall exercise reasonable precaution to prevent damage to, or interference with the operation of the equipment of Educational Institution, but the Company shall not be liable for, and Educational Institution waives all claims for, any such damage or interference which may arise out of the use of the Company's poles or conduit system or trenches hereunder, or operation of its cables thereon (excluding claims based upon the Company's negligent, reckless, or intentional misconduct).
- (2) Educational Institution shall exercise reasonable precautions to prevent damage to facilities of the Company or of other authorized users of said poles, conduit system, or trenches, and Educational Institution hereby assumes all responsibility for any and all damage to facilities of the Company, or other authorized users arising out of, or caused by the erection, maintenance, installation, presence, use or removal of Educational Institution's cables or equipment. Educational Institution shall make an immediate report to the particular owner of the facilities affected by the occurrence of any damage and hereby agrees to reimburse such owner for the expenses incurred in making the necessary repairs and replacement.
- (3) To the extent permitted by law, Educational Institution covenants and agrees that it shall hold the Company, and all of its agents, employees, officers and affiliates harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person or property or both, arising directly or indirectly out of, or in connection with Educational Institution's, or any of its contractors' or subcontractors', use of Company facilities, including poles, conduit systems, and trenches to which the Company or any of its agents, employees, officers and affiliates may be subject or put by reason of any act, action, neglect or omission on the part of the Company or Educational Institution or any of its contractors or subcontractors or any of their respective officers, agents, employees, and affiliates (excluding claims based on the Company's reckless or intentional misconduct); said obligation to hold the Company harmless includes, but is not limited to, injuries which occur to employees of Educational Institution or its contractors and sub-contractors, or injuries to members of the public, or injuries to employees of the Company. If this Tariff provision is one subject to the provisions of Michigan Act No. 165, PA 1966, as amended, then Educational Institution will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Company, or any of its officers, agents or employees.

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- (4) In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by Educational Institution's foregoing covenants for protection should be brought against the Company, or any of its officers, agents, employees, or affiliates, Educational Institution hereby covenants and agrees to assume the defense thereof and defend the same at Educational Institution's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by, or obtained against the Company, or any of its officers, agents, employees, or affiliates in such suits or other proceedings. The Company reserves the right to approve of counsel selected by Educational Institution to represent the interests of the Company in any such suit or other proceeding. In the event of any judgment or other lien being placed upon the property of the Company in such suits or other proceedings, Educational Institution shall at once cause the same to be dissolved and discharged by giving bond or otherwise.
- (5) Educational Institution shall, at their own expense, procure, maintain and keep in effect, during construction and at all times thereafter, a policy of Commercial General Liability Insurance, including contractual liability coverage for the liability assumed herein, in the amount not less than \$10,000,000 in the aggregate annually consisting of primary and excess insurance with respect to each project undertaken with the Company. Each Insurance Policy is to include the Company as an additional insured for claims arising directly or indirectly out of this Tariff.
- (6) Educational Institution shall maintain, at its expense, Workers' Compensation coverage as required by the Michigan statute.
- (7) Educational Institution shall maintain at its expense Automobile Liability Coverage up to a limit of not less than \$1,000,000 combined single limit with respect to bodily injury and property damage arising from the ownership, operation or use of an automobile.
- (8) Educational Institution shall submit to the Company a Certificate of Commercial General Liability Insurance evidencing such insurance coverage and endorsement of the Company as an additional insured as provided for herein and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without thirty (30) days prior written notice to the Company. Certificates evidencing renewals of these coverages shall be delivered to the Company no later than thirty (30) days prior to the effective date of such renewal.
- (9) It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release Educational Institution's liability under the covenants for protection provisions as provided herein.

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D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan

Michigan Public Service Commission
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- (10) The insurance provided by Educational Institution and its contractors and subcontractors shall be primary to, and not contributing with, any applicable insurance or self insurance maintained by Edison.
- (11) It is understood that the requirements set forth in this article are subject to revision only by MSPC approval. Such revisions, however, will not require insurance coverage in excess of \$30,000,000 in the aggregate annually with respect to this Tariff.
- (12) The Company does not in any way represent that the insurance specified herein, whether with respect to scope or coverage or limits, is adequate or sufficient to protect the interests of Educational Institution.

### Rights

- (1) Nothing in this Tariff shall be construed as affecting the rights or privileges previously conferred by the Company, by contract or otherwise, to others not taking service under this Tariff, to use any pole, conduit system, or trenches covered by this Tariff; and the Company shall have the right to continue and extend such rights or privileges.
- (2) Subject to Educational Institution's right to sell excess capacity in its network pursuant to Section 307 of the Michigan Telecommunications Act, MCL 484.2307, et. Seq, Educational Institution shall not assign, sublease or otherwise - transfer, in whole or in part, the privileges granted without the prior consent in writing of the Company, which consent shall not be unreasonably withheld. Educational Institution shall not permit any other party's cables, facilities or equipment on Company poles, conduit systems, or trenches, or attached to Educational Institution's cables, without the Company's consent in writing. Nothing in this Tariff, express or implied, is intended to confer any rights or benefits to others not taking service under Tariff.
- (3) If Educational Institution changes its name, but without an assignment of its rights under this Tariff, then Educational Institution must send prior written notice to the Company of its new name and address so that the Company can change its records accordingly.
- (4) The Company may commence a Complaint at the Commission to require payment of bills in arrearage, damages and removal of Educational Institution facilities from poles, duct, conduit or trenches for failure of the Educational Institution to fulfill their Tariff obligations for facilities and/or services provided by the Company, or for non-compliance with any rule or Tariff established by the Michigan Public Service Commission.

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### Force Majeure

Neither party will be held liable for any delay or failure in performance of any provision of this Tariff other than any delay or failure to pay any sum of money due hereunder, and no party shall be in default under this Tariff, if such delay or failure results from a Force Majeure event. A Force Majeure event means an event caused by strike or other labor problem; act of a third party; embargo; epidemic; accident; act of God; fire, flood, adverse weather conditions, or other major environmental disturbance; material shortage or unavailability; lack of transportation; act of military authority; government ordinance, law, rule, regulation, or restrictions; inability to obtain necessary license, permit, or right; war or civil disorder, or other event of similar or dissimilar nature, provided that such causes are beyond the reasonable control and without the willful act, fault, failure, or negligence of the party whose performance is affected by the Force Majeure event continues to make reasonable efforts to perform its obligations under this Tariff.

### Dispute Resolution

The Company and Educational Institution will provide written notice of dispute to the other party with both parties acting in good faith to resolve the dispute without court litigation. Upon mutual agreement, representatives of each party may utilize alternative dispute resolution procedures such as mediation. If unable to resolve the dispute within (40) days, then either party may seek relief under any applicable law, rule or proceeding.

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