

ACCESSSERVICE

19. CollocatedInterconnectionService19.1 General

ThisSectioncontainsregulations,termsandconditionsforCollocatedInterconnection service,hereafterreferredtoas"CollocatedInterconnection"or"Collocation,"andassociated SwitchedTransport,SpecialAccess,andPacketData servicesprovidedbytheCompanyto thecustomer,hereafterreferredtoas"Collocator."ThisSectiondoesnotapplytoanyother serviceofferedbytheCompany.

TherelationssetforthinthisSection19applytothefollowing:

- (1) VirtuallyCollocatedInterconnectionarrangements
- (2) PhysicallyCollocatedInterconnectionandSCOPE arrangementswhicharein-serviceoronorder(i.e.,aCollocationApplicationhasbeensubmittedtothe TelephoneCompany)priortoFebruary17,2004andhavenotconvertedunder 19.4(R)or19.10.1(G)or19.10.4(H)following.

Exceptassetforthabove,physicalcollocationisavailablepursuanttotheOrderinWC DocketNo.02-237,adoptedOctober17,2003andreleasedOctober22,2003.

TheCompanyundertakestoprovideCollocatedInterconnectionofferedinthisSection pursuanttotheregulations,termsandconditions specifiedherein.

AlltermsandconditionswithinthisSectionapplytoeachCollocatorpurchasingCollocated Interconnectionunlessotherwise specifiedinSection19.7.3following.

Regulations,termsandconditionsasspecifiedinthisSectionofthetariffapplyonlytothe Company'sofferingofCollocatedInterconnectionandassociatedSwitchedTransport,Special Access,andPacketData servicesprovidedtotheCollocator.Theregulations,terms,and conditionsdonotapplytoanyCollocatoroffering ofservicestoitsSubscribers.

TheprovisionofCollocatedInterconnectionbytheCompanyassetforthinthisSectiondoes notconstituteajointundertakingwiththeCollocatorforthefurnishingoftheCollocator's services.

CollocatedInterconnectionissubjectto general regulationsasputforth inSection2ofthis tariffunlessotherwise statedherein.

CollocatedInterconnectionwillbeprovidedwherefacilitiesareavailableasspecifiedin Section19.7.3followingandmaybefoundontheTelephoneCompany'sInternetwebsiteat <http://carrier.frontiercorp.com/crtf/carrier/>.Inaddition,theTelephoneCompanymaintainsthe CollocationSpaceSummary,whichassociatesthecentralofficescontainedinSection19.7.3 withtheir designationsasPhysical,SCOPE,orVirtual.

RequestsforCollocatedInterconnectionatremoteficeswillbeacceptedwhenthe necessaryspaceandtechnicalcapabilitiesexist.

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19. CollocatedInterconnectionService# (Cont'd)19.1 General (Cont'd)

TheTelephoneCompanywillacceptbonafiderequestsforCollocatedInterconnectionin centralofficesnotspecifiedintheSection19.7.3 following.Foreachbonafiderequest,the TelephoneCompanywilldeterminethefeasibilityof providingCollocatedInterconnectionfrom thatcentraloffice.ForPhysicalCollocation,the TelephoneCompanywillfilethenecessary tariffmodificationstobeeffectiveupon15daysn office.Ifnecessary,theTelephoneCompany willfilearequestwithappropriatestateauthorit iestodesignateacentralofficeasaVirtual Interconnectionoffice.Tariffmodificationstrefle ctingsuchexemptionswillbepromptlyfiled uponapproval.Thesetariffmodificationswillalso bfiledtobeeffectiveupon15daysnotice.

HereinafterinthisSection19,thetermCollocat orfacilitiesshallincludefacilitiesprovidedby theCollocator,facilitiesatareleasedbytheC ollocatortotheTelephoneCompanyorathird party(i.e.,CompetitiveFiberProvider),orfacili tiesprovidedbyaVirtualCollocatorforwhicha BillofSaleisexecutedasdescribedinSection19 .5(C)(2)following.Theprovisionoffacilities involvingathirdpartyaresetforthinSection19 .10.3following.

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)19.2 ServiceDescription

CollocatedInterconnectionprovidesforcentralofficeinterconnectionofTelephoneCompany-providedinterstateSwitchedTransport,SpecialAccess,andPacketDataseservicesandfacilitiesasspecifiedbelowtoCollocator-providedtransmissionequipment*.

ThisinterconnectionmaybeaccomplishedthrougheitherPhysical,Virtual,orSCOPECollocatedInterconnectionarrangements.EachcentralofficewherePhysical,Virtual,orSCOPECollocatedarrangementsareavailableisidentifiedinSection19.7.3following. Specific designationsforPhysical,Virtual,andSCOPEarrangementsareshownontheCollocation SpaceSummary.

CollocatedInterconnectionisprovidedsubjecttotheavailabilityofsuitablespaceandfacilitiesineachcentralofficebuildingdesignatedinSection19.7.3followingandmaybefoundonthe TelephoneCompany'sInternetwebsiteat <http://carrier.frontiercorp.com/crtf/carrier/>.

InterconnectionCrossConnectsprovidesacross-connectionandassociatedequipmentfor interconnectingTelephoneCompany-provided/tariffed services to an interconnection arrangementpursuanttotheOrderinWCDocketNo. 02-237, adoptedOctober17, 2003 and releasedOctober22, 2003.

#SeeSection19.1aboveforadditionalinformation.

*ThefollowingprovisionapplieswithregardtoDedicatedSONETOpticalTransportService(DSOTS) PartialRingServiceprovidedbytheTelephoneCompany pursuanttoSection7ofthistariff. Because the collocationofCollocator-providedtransmissionequipmentwithincloseproximitytotheTelephone Company'sDSOTSdevice(nodeoramplifier)mayinterferewiththeoperationofDSOTS, notwithstanding anythinginthistariff limitingCollocatedInterconnectioncollocationtotransmissionequipment, Collocator-providedfiber opticcrossconnectequipmentmaybe collocatedinaCollocatedInterconnection collocationarrangementinaTelephoneCompanycentraloffice, inlieuofcollocatedtransmission equipment, forinterconnectionwithaDSOTSPartial RingServiceprovidedbytheTelephoneCompany, inaccordancewiththeratesandotherprovisions ofthistariff applicabletothecollocationoftransmission equipment.

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19. CollocatedInterconnectionService #(Cont'd)19.2 ServiceDescription (Cont'd)

TheTelephoneCompanywillprovideinterconnection tothefollowinginterstateservices:

- 1.544MbpsDS1Serviceandmultiplexingfunctionality
- 44.736MbpsDS3Serviceandmultiplexingfunctionality
- ShortTermDS3
- ExchangeAccessFrameRelayService(XA-FRS)
- ExchangeAccessSwitchedMulti-MegabitDataService(XA-SMDS)
- ATMCellRelayServiceatDS3/45MbpsandOC3c/155Mbps
- DedicatedSONETBroadbandTransport(DSBT)OC3,OC3C,OC12,OC12C,OC48andOC48c
- SpecialAccessDedicatedSONETSharedSinglePath (DSSSP)
- LANExtensionService(LES)
- DedicatedSONETOpticalTransportService(DSOTS) PartialRingService
- DedicatedSONETRing(DSR)PartialRingService
- IPPortService
- EthernetPrivateLine
- EthernetLANService

CollocatedInterconnectionisavailableforMicrowaveCollocationwherefeasibleonanindividuallynegotiatedbasis.

TheInterconnectionCrossConnectcanbeprovidedatthefiberopticlevel,DS3level(44.736Mbps),andDS1level(1.544Mbps).

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)19.2 ServiceDescription (Cont'd)Short-TermDS3Service

Short-TermDS3CrossConnectisprovidedforCollocatorswhorequireaDS3servicefora shortdurationof30daysorless,suchasforaconvention,tradeshow,ordemonstration.

Short-TermDS3serviceisprovidedwherefacilities permitandissubjecttoafullmonth's billingforeach30-dayperiodregardlessoftimein service.Inaddition,specialconstruction chargesfornonreusableequipmentoradditional laborcostsapply.Thenonrecurringcharges thatwillbeappliedtoShort-TermDS3areshownin Section7.5.9preceding.

19.2.1 MinimumPeriods

The minimum service periods for Switched and Special Access Collocated Interconnection facilities are as follows:

DS3: 12 Months

All other services: 1 month

When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (1) For Switched, Special, XA-FRS, and XA-SMD Special Access facilities, the charge for a month or fraction thereof is 100% of the applicable monthly rates for the service as set forth in 19.7 following.

The minimum period charge is in addition to all applicable nonrecurring charges for the service.

#See Section 19.1 above for additional information.

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19. CollocatedInterconnectionService #(Cont'd)

19.3 Regulations

- (A) The Collocator must provide to the Telephone Company the Design and Planning Fee, as specified in Section 19.7 following, along with a completed Collocation Application Form for each central office Collocated Interconnection arrangement requested. Collocators requesting unique Virtual Interconnection arrangements will be billed a negotiated Design and Planning Fee (based on design and planning costs incurred due to their unique Collocation request) following their submission to the Telephone Company of a completed Collocation Application Form and the completion of any necessary initial negotiations.
- (B) The Telephone Company will process Application for Collocation on a first-come, first-served basis as determined through the receipt of a completed Collocation Application Form and applicable Design and Planning Fee in accordance with the provisions of Telephone Company Tariff. No work or design and planning will commence until after the Collocator has provided to the Telephone Company the applicable Design and Planning Fee as specified in Section 19.7 following.
- (C) To the extent practicable and consistent with the needs of the Telephone Company and other Collocators, the Telephone Company will make a best effort to place the Physically Collocated Interconnections spaces so as to permit the Collocator to expand its Collocated Interconnection within the same contiguous area.
- (D) Subject to availability, Physically-Collocated and SCOPE Interconnection arrangements will be provided on a first-come, first-served basis in a Physically-Collocated or SCOPE office until such space and facilities are exhausted. In such instances where two or more requests for space are received at the same time for a central office building with limited space, a lottery will be administered to determine the order of selection of applicants. Central offices as defined in Section 19.7.3 following, located within the Collocator premises are available for Collocations subject to the approval of the premises owner.
- (E) If the space remaining in the defined portion of the central office in which Physical Collocation is provided (the "Collocation Space") is less than 100 square feet or otherwise configured so as to be unsuited to meet the requirements of another Collocator that has requested such space, the existing Collocator(s) shall have the option of applying for any portion(s) of the remaining space. Section 19.3.5 following will apply once the space is granted.
- (F) In the event that the Collocator withdraws its request for Collocation service prior to completion, the Telephone Company will refund the pre-paid Design and Planning Fee less the actual costs incurred. If a Collocator cancels or withdraws its request prior to turn-up, the Collocator is responsible for all costs and liabilities incurred by the Telephone Company in developing, establishing, or otherwise furnishing the Collocation arrangement up to the point of cancellation or withdrawal.

#See Section 19.1 above for additional information.

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19. CollocatedInterconnectionService #(Cont'd)

19.3 Regulations (Cont'd)

- (G) Upon receipt of the Collocator's first Collocation Application Form, the Telephone Company will, upon request, make available to the Collocator at cost any applicable Telcordia or Telephone Company-specific documentation as listed in 19.3.5 following. The Collocator is responsible for obtaining all other applications listed in 19.3.5 following.
- (H) A Physical Collocator may occupy only that space set forth in the Collocation schedule(s). Occupancy for all space will be granted upon completion of the Design and Construction work as defined in Section 19.3.1 following, including installation of the Telephone Company cabling at the Point of Termination based on the requested interconnections identified by the Physical Collocator in the Application for Collocation. The standard interval to establish a Physical Collocation arrangement will be 120 business days. The standard interval to establish a Virtual Collocation arrangement will be 60 business days. The Telephone Company will use its best effort to provide occupancy of the space(s) on the agreed date and will keep the Collocator advised of any delays. However, if the Telephone Company fails for any reason to provide occupancy of the space(s) to the Collocator within the agreed-to interval for turnover of space(s), the Telephone Company shall not be liable to the Collocator in any way as a result of such failure to provide occupancy, provided that the Telephone Company has used reasonable effort to provide occupancy within the estimated interval for turnover. In the event that the Telephone Company is delayed in providing occupancy to the Collocator for any reason other than the acts or omissions of the Collocator, the Collocator shall not be obliged to pay the Occupancy Fees for such space(s) until the date that the Telephone Company provides occupancy to the Collocator.
- (I) The Telephone Company shall have the right to terminate all Collocated Interconnection arrangements at any time with respect to Collocated Cable Support Structure(s), and Cable Space(s) where the central office premises becomes the subject of a taking by an eminent authority having such power. The Telephone Company will notify the Collocator in writing as soon as practicable but at least 180 days in advance of such termination unless the Telephone Company is notified in less than 180 days. The Telephone Company will identify the schedule, as soon as practicable, by which the Collocator's equipment or property removed from the Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s). The Telephone Company shall proceed with such termination and relocation activities in a manner which is intended to be as least intrusive to the Collocator. The Telephone Company will work cooperatively with the Collocator to minimize any potential for service interruption, resulting from the relocation. The Telephone Company shall have no claim against the Collocator for any relocation expenses (unless the Telephone Company is awarded relocation expenses as part of any award made for such taking), (2) any part of any award that may be made for such taking or value of any unexpired initial term or renewal periods that result from a termination by the Telephone Company, or (3) any loss of business due to any termination. However, nothing herein shall be construed as preventing the Collocator from making its own claim against the eminent authority ordering the taking of the central office premises.

#See Section 19.1 above for additional information

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)

- (J) The Collocator may terminate Collocated Interconnection arrangements, Cable Support Structure Space, Cable Space(s) and other arrangements described in Section 19.9 following by giving ninety (90) days prior written notice to the Telephone Company. The Collocator is responsible for the costs of partial termination.
- (K) Collocated Interconnection arrangements will automatically terminate if the central office in which the space is located is disclosed, decommissioned or sold and is no longer used as a Telephone Company central office. At least one hundred and eighty (180) days written notice will be given to the Collocator of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the Collocator as soon as practicable. The Telephone Company will work with the Collocator to identify alternate Collocated Interconnection arrangements. The Telephone Company will work cooperatively with the Collocator to minimize any potential for service interruption resulting from such actions.
- (L) The regulations for Shared Use Analog and Digital High Capacity Services, as specified in Section 7.4.8 preceding, are not applicable for these services provided under Collocated Interconnection.
- (M) When special construction of network facilities is required for the provision of Collocated Interconnection, the regulations for special construction are as set forth in the applicable Special Construction Tariff; however, the applicable rates and charges shall be filed in this section of this tariff, not in the Special Construction tariff.
- (N) Telecommunications carriers may connect equipment housed in Virtual Collocation arrangements to equipment housed in either Physical or SCOPE Collocation arrangements in the same central office. Equipment housed in separate, but non-contiguous, Physical or SCOPE Collocation arrangements in the same central office may be connected by ordering the appropriate cross-connection to each Collocation arrangement.

#See Section 19.1 above for additional information .

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)

- (O) Therelationsdescribedhereinareinadditi ontothertermsandconditionsspecified inthis tariff. TheTelephoneCompany'sobligation toprovideCollocatedInterconnection iscontingentupontheTelephoneCompany'sreceipt ofallapplicablefees,rates, charges,applicationformsandrequiredpermits.
- (P) WhenanexistingCollocatorvacatesCollocated InterconnectionSpaceasspecifiedin Section19.3(J)preceding,andtheTelephoneCompan yhasreceivedallappropriate ratesandfeesandCollocationConstructionCharges asspecifiedinthis tarifffrom anotherCollocatorwhichhasrequestedCollocatedl nterconnectionarrangementsinthe sameCollocatedInterconnectionSpacepreviouslyva cated,theTelephoneCompany willcredittheinitialCollocatortheproratasha reoftheCollocatorConstructioncharges paidtotheTelephoneCompanyasdefinedin19.6(A) following. TheTelephone CompanywillcredittheinitialCollocatorNonrecur ringCageConstructionChargesif anotherCollocatoroccupiesthesamecagedspacepr eviouslyoccupiedbytheinitial Collocator. ThecredittotheinitialCollocatorw illbetheinitialnonrecurringCage Constructionchargeless1/360thforeachmonthela pseduntiloccupancyoccurswith thenewincomingCollocator. ThenewincomingColl oculatorwillbeassessedthefull nonrecurringCageConstructionchargeless1/360th foreachmonthelapsdfrom occupancybytheinitialCollocator.
- (Q) WhenorderingAccessServicestoacolocation site,customerstypicallymustprovidethe TelephoneCompanywithaLetterofAgency(LOA)fro mtheCollocationvendor authorizingtheaccesscustomertoordertotheirf acility. TheLOAshouldincludethe quantityandtype(s)ofservicesauthorized.

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.1 Design&Planning

- (A) Prior to May 18, 1999, upon receipt of a completed Collocation Application Form for Physical Collocation in an office that has been listed in Section 19.7.3 following, the Telephone Company will calculate an estimated Room Construction Charge on a time and materials basis. For completed Collocation Application Forms received after May 18, 1999, a Space and Facility Charge, as described in Section 19.3.1.1 following, will apply for construction charges.
- (B) The estimated Room Construction Charge includes the rates for the construction work undertaken on behalf of the Collocator and any vendor(s) charges for materials. The Telephone Company shall notify the Collocator of the estimated Room Construction Charge in writing within 30 business days following receipt of a Physical Collocation Application Form.
- (C) If adequate space is unavailable, the Telephone Company will make a reasonable effort to negotiate a tariffed Virtual Collocation arrangement. If the Collocator elects to apply for Virtual Collocation, the difference between the Physical or SCOPE and Virtual Design and Planning Fee will be refunded. If it is determined that adequate space is unavailable and the Collocator does not desire Virtual Collocation, the Telephone Company will refund the pre-paid Design and Planning Fee less the reasonable costs incurred.

#See Section 19.1 above for additional information .

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19. CollocatedInterconnectionService# (Cont'd)

19.3 Regulations (Cont'd)

19.3.1 Design&Planning (Cont'd)

- (D) A Physical Collocator shall have 30 days from receipt of the estimated Room Construction Charge to pay the first installment (50%) of the Collocated Interconnection construction work estimate charges for the initial room construction or, if room construction is completed from previous requests, the full prorata payment as defined in 19.6 following the interval for turnover of space will run from the date of payment by the Physical Collocator of the first installment of the estimated Room Construction Charge and will be contingent upon receipt of all applicable required permits. Unless the Collocator notifies the Telephone Company to the contrary, this payment shall signify acceptance of the design as well as all construction work estimates. If the Telephone Company does not receive the first installment of the estimated Room Construction Charge within the 30-day period, the Telephone Company will consider the offer rejected and will cancel the application and make the available space allocated for that application available to meet additional Collocator requests. The Telephone Company will refund the pre-paid Design and Planning Fees less the reasonable costs incurred.
- (E) The Telephone Company shall designate all space to be occupied by the Collocator's facilities.
- (F) In the event the Telephone Company determines that the Telephone Company's or any other entity's cable facilities in the Cable Support Structure or the Telephone Company's central office equipment needs rearrangement to accommodate the Collocator's designated facilities, the Telephone Company will include the costs of needed rearrangement activities either in the Special Construction Tariff or in Section 19.9 following the pending on the nature of the work involved. The Telephone Company will notify the Collocator of any charges for needed rearrangement activities, in writing, within 30 days of receipt of the Collocator's request for service.

#See Section 19.1 above for additional information .

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.1 Design&Planning (Cont'd)

- (G) The Collocator agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans and schedules for the central office and installation of the Collocator's designated equipment within the central office.

19.3.1.1 Space&Facility

- (A) After May 18, 1999, upon receipt of a complete Collocation Application Form listed in Section 19.7.3 for Physical Collocation in an office that has been listed in Section 19.7.3 or construction of the first 100 square feet of the Collocation arrangement. When the Collocation arrangement is less than 100 square feet, the Space and Facility Charge will be adjusted by multiplying the difference in the square footage by the Space and Facility Additional Square Foot Charge and subtracting that amount from the charge for 100 square feet. When the Collocation arrangement is more than 100 square feet, the Space and Facility Charge will be adjusted by multiplying the difference in the square footage by the Space and Facility Additional Square Foot Charge and adding that amount to the charge for 100 square feet.

The following example describes the calculation performed to determine the charge for a Collocation arrangement that is greater than 100 square feet.

Example 1: Collocator requests 120 square feet Collocation arrangement

\$47,686.20	Space and Facility Charge (first 100 square feet)
<u>+4,768.60</u>	Add'l cost (20 sq. ft. x \$238.43) of contiguous space
\$52,454.80	Adjusted Space and Facility Charge for 120 sq. ft. Collocation arrangement

The following example describes the calculation performed to determine the charge for a Collocation arrangement that is less than 100 square feet.

Example 2: Collocator requests 25 square feet Collocation arrangement

\$47,686.20	Space and Facility Charge (first 100 square feet)
<u>-17,882.25</u>	Reduction (75 sq. ft. x \$238.43)
\$29,803.95	Adjusted Space and Facility Charge for 25 sq. ft. Collocation arrangement

#See Section 19.1 above for additional information

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19. CollocatedInterconnectionService #(Cont'd)

19.3 Regulations (Cont'd)

19.3.1 Design&Planning (Cont'd)

19.3.1.1 Space&Facility (Cont'd)

- (B) ReceiptofthecompletedCollocationapplicationandtheappropriateDesign andPlanningFee willdeterminetheorderofpriorityofCollocators'requests.

AtthetimethattheTelephoneCompanyprovidestheCollocatorwithits proposalforthedesignandconstructionwork,the Collocatormustreviewand signtheproposal,indicatingacceptanceoftheplanandpaytheTelephone Company50%ofthetotalSpaceandFacilitynonrecurringcharge.The Collocationimplementationschedulewillstartonce theTelephoneCompany receivesthe50%payment.IftheTelephoneCompany doesnotreceivethe signedproposaland50%ofthetotalSpaceandFacilitynonrecurringcharge within30daysoftheCollocatorreceivingtheproposalfromtheTelephone Company,theTelephoneCompanywillconsidertheofferrejectedandwill canceltheapplicationandmakeavailablethespace allocatedforthat applicationtomeetadditionalCollocationarrangement requests.

ThebalanceoftheSpaceandFacilityChargewill be billedtotheCollocatorat thetimetheTelephoneCompanygrantsoccupancyof or30daysfromthe datetheTelephoneCompanyprovidesaccesstotheCollocation arrangement.

ShouldaCollocatorvacateitsCollocationarrangement,theCollocatorwillbe creditedwiththeremainingunamortizedamountoftheSpaceandFacility ChargeuponsubsequentoccupancyofthesameCollocationarrangementby anotherCollocatororifthesameCollocationarrangementisusedbythe TelephoneCompany.ThesubsequentCollocatorwill beresponsiblefor paymentoftheremainingunamortizedamountofthe SpaceandFacility ChargepriortooccupyingtheCollocationarrangement.

- (C) EffectiveMay18,1999,theTelephoneCompanywilldiscontinue theCommon NonrecurringChargeProrationdescribedinSection 19.6(A)following.Allnew applicationsforPhysicalCollocationarrangements receivedafterMay18,1999, willbe billedthe appropriateSpaceandFacilityCharge.In addition,allpending applicationsforrooms that are under construction onMay18,1999,wherethe final costshavenotyetbeen rendered,willbe billedat the appropriateSpaceand FacilityCharge.

CollocatorswhohavepaidundertheProrationplanformorethantheirshareof anexistingroomwherethereis stillspacefor additionalCollocators willbe made wholetothe appropriate flat rate when the space is fully occupied and paidforbytheotherCollocators.Norefundswill begivenin thoserooms wherethereis no additional space available and al prorata refundshave alreadybeengiven.

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.2 AcceptanceandTurnoverofSpace(s)

- (A) TheTelephoneCompanywillnotifythePhysical Collocatorinwritingofthe completionoftheCollocatedInterconnectionconstructionwork.
- (B) ForcompletedCollocationApplicationformsreceivedprioritoMay18,1999, andbeforebeginninginstallationworkoroccupancy ,thePhysicalCollocator mustprovidetheTelephoneCompanywithasignedstatementindicating acceptanceoftheCollocatedInterconnectionconstructionwork.The TelephoneCompanywillrenderafinalbilltoconcludetheCollocated Interconnectionconstructionworkestimatewithactualcostswhenspecific chargesaremadeavailableaftercompletionofthe CollocatedInterconnection constructionwork.Paymentisduewithin30daysofthebilldate.
- (C) Beforebeginningdelivery,installation,replacementorremovalworkfor equipmentand/orfacilitieslocatedwithintheCollocatedInterconnection Space,theCollocatormustobtaintheTelephoneCompany'swrittenapproval oftheCollocator-proposedschedulingoftheworkinordertocoordinateuseof temporarystagingareasandotherbuildingfacilities.TheTelephoneCompany mayrequestadditionalinformationbeforegranting approvalandmayrequire schedulingchanges.

(D) TemporaryStagingArea

ThePhysicalCollocatorshallhavetherightto useaportionofthecentral office(s)andloadingareas,ifavailable,ona temporarybasisduringthe PhysicalCollocator'sequipmentinstallationwork intheCollocated InterconnectionSpace.ThePhysicalCollocatoris responsibleforprotecting theTelephoneCompany'sequipmentandcentraloffice wallsandflooring withinthestagingareaandalongthestagingroute .ThePhysicalCollocator willstoreequipmentandmaterialswithintheCollocatedInterconnectionSpace whenworkisnotinprogress(e.g.,overnight).No storingofequipmentand materialsovernightwillbepermittedinthestaging area(s).ThePhysical CollocatorwillmeetallTelephoneCompanyfire,safety,securityand environmentalrequirements.Thetemporarystaging areawillbevacatedand deliveredtotheTelephoneCompanyinabroom-clean conditionupon completionoftheinstallationwork.TheTelephone Companymayassessa cleaningchargeforfailuretocomplywiththisobligation.Thecleaningcharge willbeassetforthforAdditionalLaborintheTelephoneCompany'stariff(s), AccessService,Section13.

#SeeSection19.1aboveforadditionalinformation

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.2 AcceptanceandTurnoverofSpace(s) (Cont'd)(E) InspectionsofPhysicalCollocator'sFacilitie s

TheTelephoneCompanyhastherighttoinspect,at expense,thecompletedinstallationofthePhysical facilitiesandtomakesubsequentandperiodicinsp Collocator'sequipmentandfacilitiesoccupyingCol locatedInterconnection Space(s),associatedCableSpaceandCableSupport StructureSpace.Such furtherinspectionswillbeattheexpenseoftheP hysicalCollocatorifthat PhysicalCollocatorisfoundnottobeincompliance withthetermsand conditionsofthisstariff.TheTelephoneCompanyw illnotifythePhysical Collocatorinwritingatleasttwoweeksinadvance ofsuchTelephone Companyinitiatedinspections,andthePhysicalCol locatorshallhavetheright torepresentatthetimeofinspection.TheTelep honeCompanywillmakeno morethanoneinspectiononamonthlybasis.This inspectionlimitationdoes notincludeinspectionsofanemergencynatureori nspectionsinitiatedby outsideagencies(e.g.,fire,safetyandinsurance) .TheTelephoneCompany willnotifytheCollocatorinwritingofanyoutsid eagencyinspectionpromptly uponbeingnotifiedbythespecificagencyrequesti ngsuchinspectionunless theTelephoneCompanyisnotnotifiedintime;ins uchcases,theTelephone CompanywillnotifytheCollocatorassoonasreaso nablypossible.The PhysicalCollocatorshallhavetherighttobepres entatthetimeofinspection bytheoutsideagencyunless,theTelephoneCompany isnotnotifiedin advanceofsuchinspections.

Intheeventthatanemergencyneecessitatesaninsp ection,theTelephone Company,assoonasreasonablypossible,willnotif ytheCollocatorofthe emergency,thenatureoftheemergency,andthatan inspectionisbeing conductedinresponsetotheemergency.

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.3 OtherObligationsofCollocators(A) Insurance

Allfollowingregulationsapply,unlessotherwise agreedtobetweenthe PhysicalCollocatorandtheTelephoneCompany,and specificallyexplainedin Section19.9following.

- (1) ThePhysicalCollocatorshall,atitssolecost tandexpense,procure, maintain,payforandkeepinforceinsuranceassp ecifiedinSections 19.3.3(A)(2)(a),(b),(c),and(d)followingandun derwrittenbyinsurance companieslicensedtodobusinessinthejurisdicti onwhereCollocation occurshavingaBESTInsuranceratingofatleastA A-12,whichis consistentwiththeratingmaintainedbyallcompan iesdoingbusiness withtheTelephoneCompany.TheTelephoneCompany shallbenamed asanADDITIONALINSUREDandaLOSSPAYEEonALLap plicable policiesasspecifiedinSections19.3.3(A)(2)(a), (b),(c),and(d) following.
- (2) (a) ComprehensiveGeneralLiabilitycoverageo nanoccurrencebasis inanamountof\$2millioncombinedsinglelimitfo rbodilyinjuryand propertydamage,withapolicyaggregateof\$4 million.Said coverageshallincludethecontractual,independent contractors products/completedoperations,broadformproperty andpersonal injuryendorsements.
- (b) Umbrella/ExcessLiabilitycoverageinanamoun tof\$10millionin excessofcoveragespecifiedin(a)above.
- (c) AllRiskPropertycoverageonafullreplaceme ntcostbasisinsuring allofthePhysicalCollocator'srealandpersonal propertysituated onorwithintheTelephoneCompanylocation(s).Th ePhysical Collocatormayalsoelecttopurchasebusinessinte rruptionand contingentbusinessinterruptioninsurance.
- (d) (1) StatutoryWorker'sCompensationcoverage
(2) ContractualLiabilitycoverage
(3) AutomobileLiabilitycoverage
(4) Employer'sLiabilitycoverageinanamountof\$ 2million.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.3 OtherObligationsofCollocators(A) Insurance (Cont'd)

- (3) AllpoliciespurchasedbythePhysicalColl ocatatorshallbedeemedtobe primaryandnotcontributingtoorinexcessofany similarcoverage purchasedbytheTelephoneCompany.
- (4) AllinsurancemustbeineffectonorbeforetheTelephoneCompany authorizesaccessbytheCollocatoremployeesorplacementof CollocatorequipmentorfacilitieswithintheTelep honeCompany premisesandsuchinsuranceshallremaininforceas longasthe PhysicalCollocator'sfacilitiesremainwithinthe TelephoneCompany's centraloffices.IfthePhysicalCollocatorfailstomaintainthecoverage, theTelephoneCompanywillassumetheexpensefor suchcoverageand seekreimbursementfromthePhysicalCollocator.Failuretomakea timelyreimbursementwillconstituteamaterialbre achofthetermsofthis tariff.
- (5) ThePhysicalCollocatorshallsubmitcertif icatesofinsurancereflecting thecoveragespecificinSections19.3.3(A)(2)(a), (b),(c),and(d) precedingpriortothecomencementoftheworkcal ledforinthistariff. ThePhysicalCollocatorshallarrangefortheTelep honeCompanyto receive30daysadvancenoticeofcancellationfrom thePhysical Collocator'sinsurancecompany.Noticeofcancellat ionshouldbe forwardedtotheTelephoneCompany:
- (6) ThePhysicalCollocatormustalsoconformtootherecommendation(s) madebytheTelephoneCompany'sfireinsurancecomp anywhichthe TelephoneCompanyhasalreadyagreedtoortosuch recommendations theTelephoneCompanyshallhereafteragreeto.
- (7) Failuretocomplywiththeprovisionsofthis Sectionwillbedeemed a materialbreachofthetermsofthistariffarrange ment.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.4 UseofSpace

(A) "Efficientlyused"shallmeanthatsubstanti allyallofthefloorspaceistakenup bytheequipmentspecifiedintheTelephoneCompany tariffs.Suchequipment mustbeplacednogreaterthan20%abovetheminimumdistributionpermitted byTelcordiaNetworkEngineeringBuildingSystem(N EBS)GenericEquipment Requirements(GR-63-CORE). Thedeterminationastowhetherornotthis criterionismetissolelywithinthereasonablejudgementoftheTelephone Company.

IftheCollocatedInterconnectionspaceisnot securedinametalclosure (cage),theequipmentframeplacementmustadheret ominimumaislespacing standardsforthatssystembetweentheequipmentframeplacementandthe perimeteroftheCollocatedInterconnectionspaceasdefinedinthemost recentissueofTelcordiaNetworkEquipmentBuildingSystem(NEBS) requirements(GR-63-CORE).

TheTelephoneCompanywillworkcooperativelywiththecollocatorto accommodateasmanycollocationarrangementsaspossibleatcentraloffices wherethereislimitedphysicalspaceavailable.

(B) IfCollocatedInterconnectionSpaceisneeded toaccommodateanother PhysicalCollocatorortheTelephoneCompany'sservice,theTelephone CompanymaytakebackfromthePhysicalCollocator anyCollocated InterconnectionSpacethat isnotbeing"efficientlyused."Inaddition,the TelephoneCompanymaytakebackforthesamepurposeesspacethatisnot beingusedatalltohouseequipmentspecifiedintheTelephoneCompany tariffsforCollocatedInterconnection.ThePhysicalCollocatorwillhaveone hundredeighty(180)daysfromthetimeofnoticebytheTelephoneCompany tothePhysicalCollocatoroftheneedforsuchspace toensurethatsuch spaceisbeingusedinaccordancewiththetermsherein.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance(A) Specifications

- (1) Collocationfacilitiesshallbeplaced,maintained,relocatedorremovedin accordancewiththeapplicablerequirementsandspecificationsofthe currenteditionoftheNationalElectricalCode(NEC),theNational ElectricalSafetyCode(NESC)andrulesandregulationsofthe OccupationalSafetyandHealthAct(OSHA),theFederal CommunicationsCommission,andanyothergoverning authorityhaving jurisdiction.AllCollocatedentrancefacilitiesandsplicesmustcomply withtheTelcordiaGenericSpecificationforOpticalFiberandOptical FiberCable(GR-20-CORE,Issue3),CablePlacingHandbook,Cable SplicingHandbook,CableMaintenanceHandbook,and General InformationToolsandSafety,astheyrelatetofire,safety,health, environmentalsafeguardsorinterferencewithTelephoneCompany servicesorfacilities.TheCollocator'sdesignatedequipmentlocated withintheTelephoneCompany'scentralofficemust complywiththemost recentissue,unlessotherwise specified,ofTelcordiaNetworkEquipment -BuildingSystem(NEBS)requirements(GR-63-CORE, Issue1).This equipmentmustalsocomplywiththemostcurrentissue,unless otherwise specified,oftheTelephoneCompany'sNetworkEquipment InstallationStandards(InformationPublicationIP 72202,Issue3)andthe TelephoneCompany'sCentralOfficeEngineeringStandards(Information PublicationIP72013,Issue6).

Whereadifferenceinspecificationmayexist,themorestringentshall apply.TheCollocator'sdesignatedfacilitiesshallnotelectronicallyor inductivelyinterferewiththeTelephoneCompany's,otherCollocator's, tenant'soranyotherparty'sfacilities.Ifsuchinterferenceoccurs,the TelephoneCompanymaytakeactionaspermittedunderSection2 preceding.

- (2) TheTelephoneCompanyreservestherighttospecifythetypeofcable, equipmentandconstructionstandardsrequiredinsituationsnot otherwisecoveredinthis tariff.Insuchcases,theTelephoneCompany willatitsdiscretionfurnishtotheCollocatorwrittenmaterialwhichwill specifyandexplaintherequiredconstruction.

#SeeSection19.1aboveforadditionalinformation.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(B) EntranceFacilities(1) EntryPoints

The Telephone Company will provide, when requested, two separate points of entry to a central office whenever there are at least two entry points for the Telephone Company cable and both entrances have available facilities. In those central offices with only one entry point, a Collocator may request Special Construction of any additional entry points. The Design and Planning Fee is based on the requested number of entry points. Special Construction charges as specified in the Special Construction tariff for Section 19.7 following, will apply in these instances.

The Collocator may also interconnect its transmission equipment with transmission equipment located in another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem, or remote node (i.e., a point of presence established under terms other than those specified for Collocated Interconnection). Cable Installation and Cable Support Structure charges, as defined in 19.7.4 and 19.7.5 following, will apply.

(2) CentralOfficeManhole

The Collocator is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and for leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office to the location of the Collocated Interconnection Space or the Virtual Collocation equipment as the case may be.

A Virtual Collocator alternatively may request a Telephone Company-performed splice to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault. If the cable vault splicing option is chosen, the Collocator is still responsible for placement of the fiber optic facility to the central office manhole or another Telephone Company-designated location.

The installation and maintenance of the fiber optic cable to the Telephone Company-designated location requires a Telephone Company escort. Escorts shall be paid for based on rates as specified in Section 19.7 following. All Collocator work performed on the Telephone Company premises requires a Telephone Company escort.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(B) EntranceFacilities (Cont'd)(2) CentralOfficeManhole (Cont'd)

In the Telephone Company-designated locations serving the central office in a Telephone Company manhole, the Telephone Company reserves the right to exclude all equipment and facilities, other than cable, from its central office manholes. No metallic sheath cable may be placed in the Telephone Company manholes or central offices. No Collocator-performed splicing will be permitted in the central office or manhole, except within a Collocated dedicated space.

(3) PointofInterconnection

The Telephone Company will designate Points(s) of Interconnection at the point(s) of demarcation between the Collocator-designated facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection.

(4) CableInstallationandCableSupportStructure

The Telephone Company will extend the Collocator-provided fiber optic cable to the cable vault and place the cable in the Telephone Company-provided fire retardant tubing prior to extension to the central office equipment, except as described in Section 19.10.3 following. Any applicable Special Construction charges will apply.

In Virtual Collocation, the Collocator may opt for the cable vault splicing option. The Telephone Company will extend the Collocator-provided fiber optic cable to the cable vault where it will be spliced to the Telephone Company-provided fire retardant cable, except as described in Section 19.10.3 following.

The Telephone Company is responsible for installing the Collocator-designated fiber optic feeder cable in the Cable Support Structure to the Collocated Interconnection location. The cable installation and Cable Support Fees are set forth in Section 19.7 following.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(C) CollocatedInterconnectionSpace(1) PhysicalCollocationSpace

The Telephone Company is responsible for providing Collocated Interconnection Space in accordance with this tariff. The Physical Collocator will be responsible for accepting delivery, installation and maintenance of its equipment within the Collocated Interconnection Space. The Physical Collocator may not construct improvements or make alterations or repairs to the Collocated Interconnection Space without the prior written approval of the Telephone Company.

(2) VirtualCollocation

The Telephone Company will be responsible for installation, maintenance and all related activities between its equipment and the Collocator-provided equipment and for the maintenance and related activities for the fiber facilities located between the Collocator-provided equipment and the Telephone Company-designated locations serving the central office building. The Telephone Company is also responsible for maintenance of the Collocator-provided equipment.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(D) PointofInterconnection(1) PhysicalCollocation

The Telephone Company will designate Point(s) of Interconnection at the point(s) of physical demarcation between Physical Collocator's facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection. The Physical Collocator will pay a Maintenance of Service Charge, as specified in Section 13 preceding, whenever Telephone Company personnel are required to identify a trouble as being on the Physical Collocator's side of the Point of Interconnection; e.g., in the connection cabling or associated cross connections on the Physical Collocator's side.

(2) VirtualCollocation

The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance. The Collocator is responsible for providing the terminating transmission equipment, as specified in Section 19.3.5(G) following. The Collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the Collocator shall provide the following:

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins
- all unique tools and test equipment

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(E) InstallationandEngineeringOptions

The Collocator has two options for the installation and engineering of the Collocator-provided equipment: (1) engage the services of the Telephone Company at rates specified in Section 19.7.5(C) and/or 19.7.5(D) following; (2) contract directly with a Telephone Company-approved installation vendor. Under option (2), the Collocator may itself become a Telephone Company-approved installation vendor upon prior approval of the Telephone Company.

(F) Non-Compliant Installations and Operations

If at any time the Telephone Company reasonably determines that either the equipment or the engineering and installation, if contracted per (2) above, do not meet the requirements outlined in this tariff, the Collocator will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the Collocator fails to correct any non-compliance with these standards within 15 days' written notice to the Collocator, the Telephone Company may have the equipment removed or the condition corrected at the Collocator's expense. If, during the installation phase, the Telephone Company reasonably determines that any Collocator-designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security or other laws or regulations, the Telephone Company has the right to immediately stop the work until the problem is corrected to the Telephone Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Telephone Company employees, interferes with the performance of the Telephone Company's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the Collocator. The reasonable cost of said work and/or actions shall be borne by the Collocator. The Telephone Company reserves the right to remove products, facilities and equipment are determined to be non-compliant with NEBS and the Telephone Company standards.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)

- (G) DefinedVirtualDS1andDS3CollocatedInter connectionserviceswill interconnectwithTransmissionEquipment(i.e.,SON ETNetworkElements (SNE)orOpticalLineTerminatingEquipment(OLTE)) locatedinthe TelephoneCompany'scentraloffice.Inordertoensurethecompatibilityofthe transmissioncapabilities,associatedprotectionandtheSNEorOLTElocated inboththeCollocator'spremisesandtheTelephone Company'scentraloffice, theSNEorOLTE,aswellasthefiberlocatedinth eTelephoneCompany's centraloffice,willbeprovidedbytheCollocator totheTelephoneCompanyfor anominalsum.TheTelephoneCompanywillownand maintainthefiber, cable,andtransmissionequipmentthattheTelephon eCompanypurchases fromtheCollocator.Uponterminationoftheservi cearrangementpursuantto theTelephoneCompanytariff,theCollocatorhasth eoptionofrepurchasing thesameSNEorOLTEforthesamenominalsuminiti allypaidtothe Collocator.
- (H) TheCollocatorwillberesponsibleforobtai ningandprovidingtotheTelephone Companyadministrativecodes,e.g.,commonlanguage codes,forall equipmentinstalledincentralofficebuildings.T hese codes,commonly obtainedfromtheequipmentmanufacturerorTelcord ia,mustbeconsistent withthoseusedbytheTelephoneCompanyforitsow nequipment.
- (I) AllcentralofficeCollocatedInterconnectio nswillbeDS1orDS3atthe electricalsideofthetransmissionequipmentasli stedin19.3.5(G)preceding. AdditionaltypesofCollocatedInterconnectionwill betariffeduponreceiptofa BonaFideRequest,wheretheneededtechnologyisa vailable.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)

(J) DS3toDS1multiplexingisonlyavailablein theTelephoneCompany-designatedHubs,asindicatedintheNationalExchangeCarrierAssociation TariffF.C.C.No.4.

(K) Reserved

(L) DS1-DS0multiplexingisonlyavailableinth eTelephoneCompany-designated Hubs,asindicatedintheNationalExchangeCarrier AssociationTariffF.C.C. No.4.

(M) Reserved

(N) Reserved

(O) IftheCollocatorwishedtoviewtheVirtual Collocationarrangementinthe TelephoneCompanycentraloffices,theCollocator's personnelwillbeallowed accessonlywhenaTelephoneCompany-authorizedrepresentativeis available.TheTelephoneCompanyshallprovidean authorizedrepresentative toaccompanytheCollocator'spersonnelforaccess tothesecentralofficeson reasonablenotice,andthechargesfortheTelephone Company-authorized representative'stimewillbeassetforthforColl ocationLaborratesas specifiedinSection19.7following.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(P) SecurityArrangements

- (1) ThePhysicalCollocator must abide by all Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company central offices.
- (2) ThePhysicalCollocator will maintain with the Telephone Company a list of all Physical Collocator employees who are recurrently authorized by the Physical Collocator to access its Collocated Interconnection Space and will include social security numbers of all such individuals. The Physical Collocator will also maintain with the Telephone Company a list of its Collocated-approved vendors and their Social Security numbers who request access to Interconnection Space. Only those individuals approved by the Telephone Company will be allowed access to the Telephone Company central office and the Collocated Interconnection Space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All Physical Collocator personnel must obtain and conspicuously wear a non-employee Telephone Company identification card. Former employees of the Telephone Company will be given access to the Telephone Company central office by the Physical Collocator in accordance with the Telephone Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Telephone Company's premises.
- (3) The Telephone Company, for good cause shown, may deny access to any individual authorized by the Physical Collocator to have access to its space.
- (4) In the event of work stoppages, separate entrances will be established for the Physical Collocator, where possible. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. The Physical Collocator will notify the Telephone Company of any work stoppages by Physical Collocator employees.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(Q)Removals,RelocationsandRearrangements

Upon termination of all or any 100-square-foot portion of the Physical Collocator's Collocated Interconnection arrangement pursuant to Section 2 of this tariff, the Physical Collocator must remove it equipment from that space within 30 days. Upon removal by the Physical Collocator of all its equipment from the Collocated Interconnection Space or portion thereof, the Physical Collocator will reimburse the Telephone Company for the cost to store the Collocated Interconnection Space to its original condition at time of occupancy and to make whatever modifications are needed to reduce the size of the occupancy. The cost will be applied on a time and materials basis as set forth in Section 13 preceding. Due to physical and technical constraints, removal of cable will be at the Telephone Company's option. Where the Physical Collocator wishes to consolidate its facilities which were relocated into two or more Collocated Interconnection Space locations, a request must be submitted to the Telephone Company, and the Telephone Company will provide the Physical Collocator with an estimate of the cost which the Physical Collocator must pay for such a consolidation, the cost of which will be calculated on the basis of the initial construction. The cost will be applied on a time and materials basis as set forth in Section 13 preceding. Monthly charges for Cable Support Structure apply until the cable is removed. The Removal Charge will be applied on a time and materials basis as set forth in Section 13 preceding.

(R) Access Rights of the Telephone Company

The Physical Collocator will provide access to its Collocated Interconnection Space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environmental safeguards. Except under emergency conditions, the Telephone Company will notify the Physical Collocator when access is required, and the Physical Collocator will have the option to be present at the time of access. If an emergency access occurs, the Telephone Company will inform the Physical Collocator as soon as reasonably possible after the termination of the emergency.

#See Section 19.1 above for additional information

 ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation,EngineeringandMaintenance (Cont'd)(S) SharedBuildingFacilities

WherethePhysicalCollocatorsharesacommonentrancetothecentraloffice withtheTelephoneCompany,thereasonableuseofsharedbuildingfacilities (e.g.,elevators,unrestrictedcorridors,designatedrestrooms,etc.)willbe permitted.However,accesstosuchfacilitiesmay berestrictedbysecurity requirements,andaTelephoneCompanyemployeemay berequiredto accompanythePhysicalCollocator'spersonnel.

Incertaincentraloffices,theCollocator'spersonnelwillbeallowedaccessonly whenanauthorizedTelephoneCompanytechnicianis available.The TelephoneCompanyshallprovideatechnician to accompanytheCollocator's personnelforaccesstothese centraloffices on reasonable notice,andthe chargesfortheTelephoneCompanytechnician'stime willbeassetforthfor AdditionalLaborintheTelephoneCompany'stariff, AccessService,Section13 preceding.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.6 RulesofConduct

The Collocator agrees that its employees/vendors with access to the Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office, the Telephone Company's personnel and vendors provided to the Collocator. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the Collocator with written notice of such changes.

19.3.7 LiabilityandDamages

- (A) The Telephone Company shall be liable to the Collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of the Telephone Company's agents or employees at the Collocator-designated facilities or equipment occupying the Telephone Company's central office. The Telephone Company shall not be liable to the Collocator for any interruption of the Collocator's service or for interference with the operation of the Collocator-designated facilities arising in any manner out of the Collocator's presence in the Telephone Company's central office(s), unless such interruption or interference is caused by the Telephone Company's willful misconduct.
- (B) The Collocator shall indemnify, defend and hold harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Collocator or by any other party or person for damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the Collocator-designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, former or striking employees, or contractor since connection therewith. The provisions of this Section 19.3.7 shall survive the termination, cancellation, modification or recession of this arrangement for at least 18 months from the date of termination.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.7 LiabilityandDamages (Cont'd)

- (C) The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all damages, costs and expenses imposed on the Telephone Company as a result of the Collocator's presence in the central office and/or acts by the Collocator, its employees, agents or contractors, including but not limited to damages, costs and expense of relocating Cable Support Structure arrangements resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights.
- (D) In no event shall the Telephone Company or any of its directors, officers, employees or agents be liable for any loss of profit or revenue by the Collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The Collocator shall indemnify, defend and hold harmless the Telephone Company, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all claims, costs, expenses or liability arising out of installation and engineering of Collocation equipment.
- (E) The Collocator represents, warrants and covenants that the Collocator shall not cause or permit any other party to cause any environmental conditions in, or affect the Telephone Company's central office which violate any Federal, State or Local law, ordinance, rule or regulation. The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the term, modification, or rescission and the termination of any Collocation arrangement with the Collocator for at least 18 months from the date of termination.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.3 Regulations (Cont'd)19.3.7 LiabilityandDamages (Cont'd)

- (F) If the Collocated equipment location as designated by the Telephone Company is partially damaged or rendered partially unusable by fire or other casualty not caused by the Collocator, the damages thereto but not of the Collocator equipment contained therein shall be repaired by and at the expense of the Telephone Company.
- (G) The Physical Collocator shall be responsible to ensure that all persons under its control working in compliance herewith, satisfactorily, and in harmony with all others working in the Telephone Company's central office and Cable Support Structure Space.
- (H) (1) If the demised premises or any part thereof shall be damaged by fire or other casualty, the Physical Collocator shall give immediate notice thereof to the Telephone Company, and the regulations in this tariff shall continue in full force and effect except as hereinafter set forth.
- (2) If the Collocated Interconnection Space is partially damaged or rendered partially unusable by fire or other casualty not caused by the Physical Collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company.
- The Occupancy Fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocated Interconnection Space and/or associated Cable Support Structure Spaces which is usable.
- (3) If the Collocated Interconnection Space or Cable Support Structure Space or Cable Space is totally damaged or rendered unusable by fire or other casualty not caused by the Physical Collocator, then the Occupancy Fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Spaces shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same, as hereinafter provided.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.3 Regulations (Cont'd)19.3.7 LiabilityandDamages (Cont'd)

- (l) If the Collocated equipment location or Cable Support Structure Space is rendered wholly unusable through no fault of the Physical Collocator, or if the buildings shall be so damaged that the Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Telephone Company may elect to terminate the Collocated Interconnected arrangements in the damaged building by providing written notification to the Collocator as soon as practicable but not later than 180 days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. The Physical Collocator shall forthwith quit, surrender and vacate the premises without prejudice. However, the Telephone Company's rights and remedies against the Physical Collocator in effect prior to such termination, and any Occupancy Fees owing, shall be paid up to such date. Any payments of Occupancy Fees made by the Physical Collocator which were on account of any period subsequent to such date shall be returned to the Physical Collocator. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations under the condition of (2) and (3) preceding, with all reasonable expeditions subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the Physical Collocator shall cooperate with the Telephone Company's restoration by removing from the Collocated Interconnection Space, as promptly as reasonably possible, all of the Physical Collocator's salvageable inventory and movable equipment, furniture and other property. The Physical Collocator's liability for Occupancy Fees shall resume either upon occupancy by the Physical Collocator or 30 days after written notice from the Telephone Company that the Collocated Interconnection Space or Cable Support Structure Space is restored to a condition comparable to that existing prior to such casualty. The Telephone Company will work cooperatively with the Collocator to minimize any disruption of service, resulting from any damage. The Telephone Company will provide written notification to the Collocator as soon as practicable detailing its plan to rebuild the Collocated Interconnection building. The Telephone Company will restore service to the Collocator as soon as practicable.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.8 ConfidentialInformation

TheTelephoneCompanywillholdinconfidencein informationprovidedtoitbythe CollocatorandinformationknowntotheTelephoneC ompanyasareultofthe interconnectionofequipmentcontainedinthecentr alofficeoftheTelephone Companyfacilitiesandservices,ifsuchinformatio nisofacompetitivenature. Similarly,theCollocatoristoholdinconfidence informationprovidedtoitbythe TelephoneCompanyandinformationknowntotheColl ocatorasareultofits presenceinTelephoneCompanylocationsifsuchinf ormationisofacompetitive nature.Neitherpartyisobligatedtoholdinconf idenceinformationthat:

- (1) wasalreadyknowntothepartyfreeofanyo bligationtokeepitconfidential;
- (2) wasorbecomespubliclyavailablebyothert hanunauthorizeddisclosure;or
- (3) wasrightfullyobtainedfromathirdpartyn otobligatedtoholdsuchinformation inconfidence.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.3 Regulations (Cont'd)19.3.9 BusinessIntegratedTimingSupply

- (A) BusinessIntegratedTimingSupply(BITS)provides asynchronous timing source for the Collocator's electronic communication equipment from a central source within the Telephone Company's network. BITS is the synchronization architecture which the Telephone Company utilizes to distribute and synchronize timing throughout its network. With BITS, timing is distributed from a primary timing reference source to Stratum level clocks or other timing devices within Telephone Company central offices. Timing is extended to various network elements within the central office over cabling from output cards on Timing Signal Generator (TSG) units installed in the central offices. Timing output cards are provided with automatic switching to protect timing should the primary card fail. The BITS/TSG regenerates the primary reference signal and reformatsthe signal into either DS1 or 64 Kbps Composite Clock format, as required by the digital network elements to which timing is extended.
- (2) The Telephone Company will extend timing from its output ports on the TSG to the Collocator's network elements within its Virtual Collocation arrangement or to the Point of Termination (POT) Bay of its Physical or SCOPE Collocation arrangement. Cabling from the POT Bay to the network elements located within the Physical or SCOPE arrangement at the Collocator is the responsibility of the Collocator. The maximum cabled distance and type of cable to be used are determined by the type of timing signal required (i.e., DS1 or Composite Clock). Distance limitations, cable requirements, and other technical requirements are contained in technical references GR-436-CORE, Issue 1; GR-1244-CORE, Issue 3; and ANSIT 1.101.
- (3) The Collocator must specify BITS timing in its initial or augmented Collocation application and is subject to the appropriate Design and Planning fee for the type of application involved.
- (4) BITS is only available to Collocator's for DS1 and Composite Clock timing requests, subject to the availability of the timing source in the central office involved.
- (5) The rates for BITS include monthly and non-recurring charges and are shown in Sections 19.7.4(J), 19.7.5(F), and 19.10.1(H) following. Both charges are applied per timing output port requested by the Collocator.

#See Section 19.1 above for additional information .

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.4 Physically-Collocated Interconnection

- (A) The minimum size of Interconnection Space will be 25 square feet of segregated secure space per central office building per Collocator. Additional space will be provided on a per request basis, where feasible, and where space is being efficiently used as specified in Section 19.3.4 preceding. Additional space can be requested by the Collocator by completing and submitting a new Collocation Application Form. The Telephone Company will not provide a single Physical Collocator more than half of the initial space available for Physically Collocated Interconnection unless such a amount is required to provide 25 square feet of Interconnection Space.

For Physical Collocation applications received after October 28, 1998, the Telephone Company will no longer require the Physical Collocator to secure all its equipment in a metal enclosure (cage) and thereafter for Standard and Non-Standard Cage Construction as shown in 19.7.4 following will no longer apply. However, the collocator may at its own expense contract directly with a Telephone Company approved contractor for a standard or non-standard cage construction, providing it conforms with the Telephone Company specifications and safety standards.

For Physical Collocation applications received prior to October 28, 1998, cages provided by the Telephone Company will continue to be provided and maintained as follows. The Telephone Company will require the Physical Collocator to secure all equipment owned or leased by the Physical Collocator in a metal enclosure (cage). The Telephone Company will construct the cage with a standard enclosure or an enclosure with a roof (non-standard). The Telephone Company may require the Physical Collocator to order a non-standard enclosure to ensure the Telephone Company's access to overhead structures for maintenance without the need for entry into the Physical Collocator's Interconnection Space. In cases where there is no other Collocation Space available, the Collocator has the option of accepting the Telephone Company designated Collocation Interconnection Space and paying for a non-standard enclosure. If the Collocator chooses to accept such Collocation Space, then the Collocator will be charged for a Telephone Company provided non-standard cage construction as set forth in Section 19.7 following. In the case of any request, the Physical Collocator may at its own expense contract directly with a Telephone Company approved contractor for a standard or non-standard cage construction, providing it conforms with the Telephone Company specifications and safety standards. The Telephone Company will consider for approval any Collocator recommended contractor not currently approved by the Telephone Company.

- (B) The use of Collocated Interconnection Space by the Physical Collocator is to place equipment owned or leased, installed, operated and maintained by the Physical Collocator, which interconnects with the Telephone Company facilities in accordance with the Telephone Company tariffs.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.4 Physically-CollocatedInterconnection (Cont'd)

- (C) The Collocator may place in the Collocated Interconnection Space the equipment described in Section 19.4(H) following. The Collocator is also permitted to place in the Collocated Interconnection Space ancillary equipment such as crossconnect frames, as well as storage cabinets and work surfaces (e.g., tables). To help ensure the availability of sufficient space for all the Collocators, the storage cabinets and work surfaces must not take up more than the amount of space specified in Section 19.3.4 preceding describing efficient use of space and must meet the environmental standards. The Collocator may order from the Telephone Company business messenger services for administrative purposes required within the Physical Collocated Interconnection Space. The Collocator may, upon request, order additional administrative lines and/or circuits for the express use of directly supporting the network maintenance and administration functions for the collocated equipment within the collocation arrangement.
- (D) The Telephone Company will designate the floor space within each central office that will constitute the Physical Collocator's Interconnection Space. The Telephone Company, at its option and depending on safety and building requirements (e.g., local government, state government, zoning or occupancy regulations, etc.), may require a Physical Collocator to enclose its Interconnection Space in a cage.
- (E) The Physical Collocator is responsible for installing and maintaining its fiberoptic cable up to the Telephone Company-designated location and leaving sufficient cable length for the Telephone Company to extend fully such cable to the cable vault located in the central office and to the Collocator's Interconnection Space, except as described in Section 19.10.3 following.
- (F) The Telephone Company will extend the Collocator's fiberoptic cable to the cable vault and place the cable in fire retardant tubing prior to extension to the Collocator's Interconnection Space. Any applicable Special Construction charges will apply.
- (G) The Physical Collocator shall maintain the fiberoptic feeder cable from the central office manhole or other Physical Collocator-designated location into the central office cable vault and between the cable vault and the Collocated Interconnection Space. The Telephone Company shall, upon reasonable notice, provide a technician to accompany the Collocator's personnel within the central office cable vault and between the cable vault and the Collocated Interconnection Space, and the charges for the Telephone Company technician's time will be as set forth for Additional Labor in the Telephone Company's tariff, Access Service, Section 13.
- (H) The Collocator's Interconnection Space will be the location where the Collocator may install and maintain the equipment (e.g., optical terminations, multiplexing) needed to terminate basic transmission facilities in the central office.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.4 Physically-CollocatedInterconnection (Cont'd)

- (I) AllequipmenttobeinstalledintheTelephoneCompanycentralofficesmustcomplywiththeTelcordiaNetworkEquipment-BuildingSystem(NEBS)Requirements(GR-63-CORE),theTelephoneCompanycentralofficeenvironmentalandtransmissionstandardsandanystatutory(local,stateorfederal)and/orregulatoryrequirementsin effectatthetimeofequipmentinstallationorthatsubsequentlybecomeeffective.In addition,allequipmenttobeinstalledmustcomplywiththeprovisionsassetforth in Section19.3.5(A)preceding.
- (J) EffectiveFebruary17,2004,48-Voltbattery-backedDCpowerwillnolongerbe providedinthistariff.
- (K) TheTelephoneCompanywillberesponsiblefortheinstallation,maintenanceandall relatedactivitiesbetweenTelephoneCompanyequipmentandCollocatorequipment. TheTelephoneCompanyisalsoresponsibleforinstallingaNetworkCableRack betweentheCollocatedInterconnectionSpaceandtheTelephoneCompany'sNetwork. TheNetworkCableRackwillbeprovidedonaperservicebasis.
- (L) AllcentralofficebuildingCollocatedInterconnectionswillbeDS1andDS3electrical only.
- (M) DS3toDS1multiplexingisonlyavailableintheTelephoneCompanyHubsasindicated intheNationalExchangeCarrierAssociationTariffF.C.C.No.4.
- (N) Reserved
- (O) TheTelephoneCompanywillpermittheCollocator'semployees,agentsand contractors,asapprovedbytheTelephoneCompanyas specifiedinSection19.3.5(E) preceding,tohaveaccesstotheCollocator'sInterconnectionSpaceatalltimes,except as specifiedinSection19.3.5(P)preceding,providedthattheCollocator'semployees, agents,andcontractorscomplywithallpoliciesandpracticesoftheTelephone CompanyincludingthoseassociatedwithCollocationescort,fire,safety,environmental andsecuritystandards.
- (P) TheCollocatorwillberesponsibleforallinstallation,maintenance,repairandservice functionsforCollocatorequipmentlocatedinitsCollocatedInterconnectionSpace.
- (Q) TheTelephoneCompanywillworkcooperativelywiththeCollocator topermitall appropriatetestingandmaintenance.

#SeeSection19.1aboveforadditionalinformation.

ACCESSSERVICE

19. CollocatedInterconnectionService #/(Cont'd)19.4 Physically-CollocatedInterconnection (Cont'd)

- (R) The Collocator may convert a physical collocation arrangement under this tariff to a physical collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 and subject to (1) through (5) following.
- (1) The physical collocation arrangement must have been in service or on order (i.e., a Collocation Application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.
 - (2) No later than March 18, 2004, the Collocator must notify the Telephone Company of its intent to convert its physical collocation arrangement by submitting written or electronic notification at the same address/website it would normally submit applications for collocation. The notification must include the 11 character CLLI for the physical collocation arrangement, the total square footage of the physical collocation arrangement, the order date for the physical collocation arrangement, and the tariff for Interconnection Agreement to which it is being converted. The Collocator must also specify if any adjustment due under (4) following should be applied as a one-time creditor or as an annual credit of nine (9) installments.
 - (3) The Telephone Company will convert rates and charges for the physical collocation arrangement set forth in Section 19.7 of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the Collocator provided notification to the Telephone Company pursuant to (2) preceding.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.4 Physically-CollocatedInterconnection (Cont'd)

(R) (Cont'd)

- (4) Eligible Collocators will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the physical collocation arrangement assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the physical collocation arrangement is converted. To be eligible for the credit, the physical collocation arrangement must have been ordered under this tariff after the dates specified below in the state in which the physical collocation arrangement was established.

State Credit Availability Date

West Virginia May 6, 2002

- (5) The following activities related to the conversion of a physical collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 will be completed by the Telephone Company within a time frame that is reasonable to complete such activities.
- (a) Convert the Collocator's service records and associated monthly billing to physical collocation in accordance with the applicable state rates, terms, and conditions; and
- (b) Convert the associated cross-connects to cross-connect services subject to state rates, terms, and conditions; and
- (c) Apply either the one-time creditor first installment of the nine (9) year annual credit as requested by the customer pursuant to (R)(2) preceding. When an annual credit is requested, each annual installment will be applied in the same bill period as the first installment was applied. The adjustment amounts are specified in Section 19.7.4(K)(1) and (K)(2) following. The amount shown for the annual credit includes interest at 5.45%.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.4 Physically-CollocatedInterconnection (Cont'd)

(R) (Cont'd)

(5) (Cont'd)

For Collocators who choose to convert their existing g collocation arrangements under this tariff to state arrangements, both the one-time credit and the annual credit will be applied against and as reductions in the amount paid by the Collocator in the past under this tariff for space preparation in the accounts in which those payments were made. If, as a result of such credit, there is an account balance payable from the Telephone Company to the Collocator, taking into account all accounts of the Collocator and all liabilities of the Collocator to the Telephone Company, the Collocator will have the option of receiving the balance as a payment from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted Collocated Interconnection arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of non-recurring charges related to Collocated Interconnection under this tariff.

Payment of the annual incentive will continue to the original Collocator if the physical collocation arrangement is disconnected or is assigned to a new billing party as allowed under this tariff.

In all cases, the annual adjustments shall cease after nine (9) years.

(6) For Collocators who do not convert an existing physical collocation arrangement to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connects and existing cabling and other entrance cabling to such arrangements pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. Charges for cable space, other space, and cross-connects under this tariff will continue to apply to such arrangements for facilities in place as of February 17, 2004.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.5 Virtually-CollocatedInterconnection

- (A) The Virtual Collocator is responsible for installing and maintaining its fiberoptic cable to the Telephone Company-designated location serving the central office and leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office and connect it directly to the central office equipment. The Collocator will not have physical access to the central office building.
- (B) The Telephone Company will extend the Collocator-provided fiberoptic cable to the cable vault and place the cable in Telephone Company-provided fire-retardant tubing prior to extension to the central office equipment, except as described in Section 19.10.3 following. Any applicable Special Construction charges will apply.

The Telephone Company will splice the Collocator-provided fiberoptic cable to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault if the Collocator chooses the cable vault splicing option.

The Collocator may also provide its own transport fiberoptic interconnect its virtual collocation arrangement with transmission equipment located in another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem, or remote node (i.e., a point of presence established under terms other than those specified for Collocated Interconnection). Cable Installation and Cable Support Structure charges, as defined in 19.7.4 and 19.7.5 following, will apply.

#See Section 19.1 above for additional information .

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ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.5 Virtually-CollocatedInterconnection (Cont'd)

- (C) VirtualDS3andDS1CollocatedInterconnectionserviceswillinterconnectwithSONET NetworkElements(SNE)orOpticalLineTerminating Equipment(OLTE)locatedinthe TelephoneCompany'scentralofficebuilding.Inordertoenurethecompatibilityofthe transmissioncapabilities,associatedprotectionandtheSNEorOLTElocatedinboth theCollocator'spremisesandtheTelephoneCompany'scentraloffice,forthose CollocationarrangementsestablishedprioritoMarch 14,2000,theSNEorOLTEas wellasthefiberlocatedintheTelephoneCompany'scentralofficewillbeprovidedby theVirtualCollocatortotheTelephoneCompanyforanominalsum.OnMarch14, 2000,TelephoneCompanyownershipoftheCollocator-providedequipmentwillbe convertedtoanoperatinglease.ForthoseCollocationarrangementsineffect establishedbetweenMarch14,2000andJanuary31, 2004,theSNEorOLTE,aswell astheVirtualCollocator'sfiberlocatedintheTelephoneCompany'scentraloffice,will beleasedbytheVirtualCollocatortotheTelephoneCompanyforthesumofonedollar (\$1).ThetermoftheoperatingleasewillrunforthedurationoftheVirtualCollocation arrangement,atwhichtimetheVirtualCollocatortwillremovetheequipment.The TelephoneCompanywillmaintainallCollocator-providedfiberequipment.

ForthoseVirtualCollocationarrangementsestablishedonorafterFebruary1,2004, theVirtualCollocatortwillhaveoneofthefollowingoptions:

- (1) TheSNEorOLTE,aswellastheVirtualCollocatort'sfiberlocatedinthe TelephoneCompany'scentraloffice,shallbeleasedbytheVirtualCollocatorto theTelephoneCompanyforthesumofonedollar(\$1.00).Thetermofthe operatingleasewillrunforthedurationoftheVirtualCollocationarrangement,at whichtimetheVirtualCollocatortwillremovetheequipment.TheTelephone CompanywillmaintainallCollocator-providedfiberequipment.
- (2) TheVirtualCollocatortshallexecuteaBillofSaleforonedollar(\$1.00)withthe TelephoneCompanytotransferownershipoftheSNEorOLTE,aswellasthe VirtualCollocatort'sfiberlocatedintheTelephoneCompany'scentraloffice,from theVirtualCollocatortotheTelephoneCompany.TheBillofSalemustbe executedbytheVirtualCollocatortprioritotheapplicableequipmentbeingplaced in-service.UponterminationoftheVirtualCollocationarrangement,the TelephoneCompanywillexecuteaBillofSaleforonedollar(\$1.00)withthe VirtualCollocatorttotransferownershipoftheSNEorOLTE,aswellasthefiber locatedintheTelephoneCompany'scentraloffice,fromtheTelephoneCompany totheVirtualCollocatort.

#SeeSection19.1aboveforadditionalinformation.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.5 Virtually-CollocatedInterconnection (Cont'd)

(C) (Cont'd)

- (2) The Virtual Collocator shall execute a Bill of Sale for one dollar (\$1.00) with the Telephone Company to transfer ownership of the SNE or OLTE, as well as the Virtual Collocator's fiber located in the Telephone Company's central office, from the Virtual Collocator to the Telephone Company. The Bill of Sale must be executed by the Virtual Collocator prior to the applicable equipment being placed in-service. Upon termination of the Virtual Collocation arrangement, the Telephone Company will execute a Bill of Sale for one dollar (\$1.00) with the Virtual Collocator to transfer ownership of the SNE or OLTE, as well as the fiber located in the Telephone Company's central office, from the Telephone Company to the Virtual Collocator.
- (D) The Telephone Company will be responsible for the installation, maintenance and all related activities between its equipment and the Virtual Collocator-provided equipment and for the maintenance and related activities for the fiber facilities located between the Virtual Collocator-provided equipment and the Telephone Company-designated location outside the central office building.
- (E) The Virtual Collocator will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Telcordia, must be consistent with those used by the Telephone Company for its own equipment.
- (F) All Virtual central office Collocated Interconnections will be DS1 and DS3 at the electrical side of the SNE or OLTE.
- (G) DS3 to DS1 multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C.No.4.
- (H) Reserved
- (I) The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.6 RateRegulations

(A) CommonNonrecurringChargeProration

For completed Collocation Application Forms received prior to May 18, 1999, where special arrangements require special construction or additional work, the first Collocator interconnecting in a Telephone Company location will be responsible for all related costs incurred by the Telephone Company. Collocated Interconnection Construction Charges may be filed in Section 19.9 following based on the Collocator-specific arrangements in each central office. Non-recurring Construction Charges will be split between those attributable to each specific Collocator (i.e., "fixed"), and those that are associated with common areas (i.e., "common"). These common costs will be shared with other future Collocators if they utilize the same common areas and are based on the following schedule except when: (1) subsequent Collocators require additional changes to the common areas resulting in additional cost or (2) a different common area is required within the same central office building. Except under exceptional circumstances that will be described in Section 19.9 following, then non-recurring common costs will be prorated, and the prorated share will be credited to the previous Collocator(s) as additional credits at that location. These credits apply only when other Collocators occupy that location. The following schedule applies to these credits:

<u>Collocator</u>	<u>Common Nonrecurring Charge</u>	<u>Credit</u>
1st	100%	N/A
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	etc	etc.

No interest will be paid on credits.

(B) Notice of Discontinuance

Notice of Discontinuance of Collocated Interconnection services must be given by the Collocator at least 90 days prior to the actual discontinuance. Monthly charges will apply for a period of 90 days from the date the Telephone Company receives discontinuance notification or until the requested Discontinuance Date, whichever period is longer. In addition, the Collocator will be responsible for any service termination liability if the minimum service period regulations are not met.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.6 RateRegulations (Cont'd)

- (C) Monthly Rates for Connection services (i.e., Cross-Connect Service and Cable Support Fees, as specified in Section 19.7 following) are applicable to Switched Transport, Special Access, XA-FRS, and XA-SMD services. Application of non-recurring charges are specified in paragraphs (D) through (G) following. For Connection services provided pursuant to section 19.4(R), or 19.10.1(G), or 10.10.4(H) following, the applicable cross-connect elements and cables support fees will be provided pursuant to the Order in WCDocket No. 02-237, adopted October 17, 2003a and released October 22, 2003, in lieu of the Cross-Connect Service and Cable Support Fees set forth in Section 19.7 following.
- (1) DS1 and DS3 Term Pricing Plans
- (a) DS1 and DS3 Term Pricing Plans (TPPs) are pricing options available to Collocators whose subscribers to specific longer term commitment periods in exchange for reduced monthly rates. Effective June 16, 2001, TPPs are available as described in Sections 6.8.22 and 6.8.23 preceding for Switched Access and in Sections 7.4.13 and 7.4.17 preceding for Special Access. Rates and charges for TPPs are contained in Section 6.9.1 preceding for Switched Access and Section 7.5.8 preceding for Special Access.
- (D) The Design and Planning Fees is based on the number of entry points requested by the Collocator. The Equipment, Installation and Engineering Fees and the Site Augmentation Fees are based on the type of equipment to be collocated. Equipment that does not meet the categories described in Section 19.9 following will be treated on an Individual Case Basis (ICB), provided they are consistent with the types as specified in Section 19.3.5(A)(1) preceding. A non-recurring charge will be assessed for the installation and engineering of the Collocator's designated equipment only if the Collocator chooses the Telephone Company as the designated installer.
- (E) Service Installation and Rearrangement Non-recurring Charges apply as specified in Section 6, Switched Access, Section 7, Special Access, and Section 16, Exchange Access Frame Relay and Exchange Access Switched Multi-Megabit Data Services preceding, to each Collocated Interconnection Cross-Connect, unless otherwise specified in Section 19.9 following.
- (F) In addition to Cross-Connect service rates and charges specified in (B) through (D) preceding, other monthly and non-recurring charges as specified in Section 6, Switched Access Service, Section 7, Special Access, and Section 16, Exchange Access Frame Relay and Exchange Access Switched Multi-Megabit Data Services may also apply.
- (G) In addition to other monthly and non-recurring rates and charges specified in Sections 19.7 and 19.9, a non-recurring Remote Translations Charge as specified in Section 6.9.1 preceding shall apply. Only remote offices that have the necessary space and technical capabilities will be available for Collocated Interconnection.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.6 RateRegulations (Cont'd)

(H) Cross-ConnectserviceratesandchargesforbothPhysicalandVirtualCollocation arrangementsconsistofmonthlychargesandnonrecurringcharges.

(1) Currently,fiberopticcrossconnectsareavailableforaccesstoDedicatedSONET BroadbandTransport(DSBT)andforconnectionsbetween twocollocation arrangements.AnonrecurringServiceConnectionChargealsoappliesforboth PhysicalandVirtualCollocationarrangementsperconnection,pertransmission rateforconnectionsbetweentwoCollocationarrangementsasdescribedin Section19.3(N)preceding.Theseratesandcharges aresetforthinSection19.7 following.

(2) Cross-ConnectServicemonthlyandnonrecurringratesforbothVirtualand PhysicalCollocationaresetforthinSections19.7.1(B)and19.7.2(B)following. TheseratesapplyfortheconnectionoftheTelephoneCompanycableandframe terminationsandareassessedupontheinstallation oftheterminationsand associatedcabling.

Cross-ConnectServicemonthlyratesareeffective withtheinstallationof,or augmentto,theassociatedPhysicalorVirtualCollocationarrangement.

(a) ForVirtualCollocation,theTelephoneCompanywillconverttheCollocator's existingCross-Connectswhichareinserviceasof July6,2001totheCross-ConnectServiceratesandchargesshownin19.7.1(B) following. Billingfor theconvertedCross-ConnectServicewillcommenceonJuly6,2001.

(b) ForPhysicalCollocation,theTelephoneCompanywillconvertthe Collocator'sexistingCross-Connectsandanynon-workingCross-Connects whichareinserviceasofJuly6,2001totheCross-ConnectServiceshown in19.7.2(B)following.Billingfortheconverted Cross-Connects(workingand non-working)willnotbeginuntilAugust5,2001,allowingfora60-dayperiod duringwhichtimetheCollocatorcanevaluatetheir networkrequirementsand disconnectthosepre-positionedcross-connectterminations thatneednotbe converted.Monthlyandnonrecurringrateswillapplyasshownin19.7.2(B) followingtotheremainingcross-connectterminationswhichhavenotyet beenutilizedinthe provisionofaccessservicesunderthis tariff.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.6 RateRegulations (Cont'd)

- (I) ASPOTBay, as described in 19.10.1(D) following, is the connection point between collocated equipment and the Telephone Company network and is shared by all Collocators in the Physical Collocation area. Monthly and non-recurring charges apply for both the SPOT Bay Frame and Terminations as shown in 19.7.2(C) following and are assessed upon installation of the terminations.
- (J) Recurring Land and Building Charges apply to all Virtual Collocation arrangements and are applied per arrangement. Land and Building Charges are shown in Section 19.7.1(C) following.
- (K) Recurring Relay Rack Charges apply to all Virtual Collocation arrangements and are applied per Quarter Rack or fraction thereof, when the Collocator requests the Telephone Company to provide the relay rack. Relay Rack Charges are shown in Section 19.7.1(D) following.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.7 RatesandCharges

	<u>Monthly</u>	<u>Nonrecurring Charge</u>
19.7.1 <u>VirtualCollocation</u>		
(A) ServiceConnectionCharge		
PerOC3		\$119.81
PerOC12		\$119.81
PerOC48		\$119.81
(B) Cross-ConnectService		
Per28DS1s	\$154.98	\$1,355.66
PerDS3	\$41.54	\$341.31
Per12Fibers		
OC3,OC12,OC48	\$6.65	\$2,464.00
(C) LandandBuilding		
PerArrangement	\$20.43	
(D) RelayRack		
PerQuarterRack	\$2.13	

#SeeSection19.1aboveforadditionalinformation

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ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.7 RatesandCharges_(Cont'd)

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>
19.7.2 <u>PhysicalCollocation</u>			
(A) ServiceConnectionCharge			
PerOC3			\$119.81
PerOC12			\$119.81
PerOC48			\$119.81
(B) Cross-ConnectService			
Per28DS1s		\$154.98	\$1,335.66
PerDS3		\$41.54	\$341.31
Per12Fibers OC3,OC12,OC48		6.65	2,464.00
(C) SPOTBayFrameandTerminations			
Per28DS1s		\$3.09	\$629.24
PerDS3		\$0.59	\$120.23
Per12Fibers OC3,OC12,OC48		\$2.06	\$253.28
(D) <u>RatesperSquareFoot</u> *		<u>Monthly</u>	
Band1		\$1.35	
Band2		\$1.62	
Band3		\$1.96	
Band4		\$2.33	
Band5		\$2.71	
Band6		\$3.13	
Band7		\$3.76	

* Applies to either Physical Collocation or SCOPE central offices as specified in Section 19.7.3 following.

See Section 19.1 above for additional information.

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ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.7 RatesandCharges_(Cont'd)

19.7.3 TelephoneCompany-DesignatedCentralOffice esforPhysical,SCOPE,andVirtual
CollocatedInterconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual orSCOPE*	
WV	Barboursville	BAVLWVPE	#	Band2
WV	Beckley	BCKLWVWD	#	Band1
WV	Bridgeport	BRPTWVPH	#	N/A
WV	Buckhannon	BCKHWVFL	#	Band2
WV	Charleston	CHTNWVLE	#	Band5
WV	Clarksburg	CLBGWVMA	#	Band2
WV	Dunbar	DUNBWVDN	#	Band1
WV	Elkins	EKNSWVDV	#	Band1
WV	Fairmont	FAMTWVMN	#	Band2
WV	Hedgesville	HDVLWVHV	#	N/A
WV	Hinton	HNTNWVMM	#	Band2
WV	Huntington	HNTNWVDT	#	Band1
WV	Huntington-West	HNWTWVWE	#	Band2
WV	Hurricane	HRCNWVDD	#	Band2
WV	KanawhaCity	KNCYWVVB	#	Band1
WV	Lewisburg	LWBGWVMW	#	Band2
WV	Logan	LOGNWVHC	#	Band2
WV	Madison	MDSNWVCR	#	Band1
WV	Martinsburg	MRBGWVBU	#	Band2
WV	Milton	MLTNWVMN	#	Band1
WV	Morgantown	MGTWVVFY	#	Band4
WV	NewMartinsville	NWMRWVWZ	#	Band2
WV	Nitro	NITRWVTW	#	Band2
WV	OakHill	OKHLWVCH	#	Band2
WV	Parkersburg	PRBGWVKT	#	Band1
WV	PointPleasant	PTPLWVMU	#	Band1
WV	Ravenswood	RVWDWVSY	#	Band1
WV	St.Albans	STALWVSA	#	Band1
WV	ScottDepot	SCDPWVSD	#	Band2
WV	SouthCharleston	SCTNWVSO	#	Band1
WV	Spencer	SPNCWVSR	#	Band2
WV	Summersville	SMVIWVWT	#	N/A
WV	Suncrest	SNCRWVCL	#	Band1
WV	TylerHeights	TYHGWVBT	#	Band1
WV	Vienna	VINNWVNN	#	Band2
WV	Wheeling	WLNGWVCP	#	Band2
WV	Whitesville	WHVLWVFO	#	Band1

#SeeSection19.1aboveforadditionalinformation

* Theactualofficedesignationsareavailableont heTelephoneCompany'sCollocationSpace
Summary,whichcanbefoundattheTelephoneCompan y'sInternetwebsiteon
<http://carrier.frontiercorp.com/crtf/carrier/>.

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19. CollocatedInterconnectionService #(Cont'd)

19.7 <u>RatesandCharges</u> (Cont'd)		Monthly	Nonrecurring Charge
19.7.4 <u>Physical</u>			
(A)	DesignandPlanningFees		
	SingleEntrance		\$3,530.00
	DualEntrance		4,256.00
	SiteAugmentation		1,506.00
(B)	CableInstallation		
	Percable		647.80
(C)	CableSupportStructure		
	Percable	\$132.77	
(D)	ReservedforFutureUse		
(E)	ACOutlet(SeeNote1)		408.00
(F)	OverheadLightingConstruction (SeeNote1)		
	-perInitialFixture		904.00
	-eachadditionalfixture		112.00
(G)	CageConstruction(SeeNote2)		
	-Standard100SquareFoot		5,300.00
	-Standard200SquareFoot		7,300.00
	-Standard300SquareFoot		9,750.00
	-Standard400SquareFoot		11,980.00
	-Non-Standard100SquareFoot		7,200.00
	-Non-Standard200SquareFoot		10,800.00
	-Non-Standard300SquareFoot		14,700.00
	-Non-Standard400SquareFoot		18,500.00
(H)	RoomConstruction(SeeNote3)		
	-percentraloffice		
(I)	SpaceandFacilityCharge		
	-perfirst100sq.ft.		47,686.20
	-Peradd'l sq.ft.		238.43
(J)	BusinessIntegratedTimingSupply		
	-Per timing output port requested	6.30	39.93

Note1: NotavailabletonewCollocatorsafterMay 18,1999.

Note2: NotavailabletonewCollocatorsafterOctober28,1998.

Note3: NotavailabletonewCollocatorsafterMay 18,1999.Chargeisbasedonanestimated constructionchargeappliedonatimeandmaterial basispercentralofficelocation.

#SeeSection19.1aboveforadditionalinformation

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19. CollocatedInterconnectionService #(Cont'd)19.7 RatesandCharges (Cont'd)19.7.4 Physical (Cont'd)(K) PhysicalCollocationAdjustmentsforConversion underSection19.4(R)

<u>(1)SizeofMultiplexingNode</u>	<u>One-timeCredit</u>
-Lessthanorequalto100squarefeet	\$14,951.00
-101to200squarefeet	7,441.00
-201to300squarefeet	0.00
-301squarefeetorgreater	0.00
<u>(2)SizeofMultiplexingNode</u>	<u>AnnualCredit*</u>
-Lessthanorequalto100squarefeet	\$2,106.00
-101to200squarefeet	1,048.00
-201to300squarefeet	0.00
-301squarefeetorgreater	0.00

* Theannualcreditispayableinnine(9)installmentsinaccordancewithSection19.4(R)(5)(c)for physicalcollocationarrangements.Theannualcreditamountsincludeinterestat5.45%.

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)		Monthly	Nonrecurring Charge
19.7 RatesandCharges_(Cont'd)			
19.7.5 Virtual			
(A)	DesignandPlanningFees		
	SingleEntrance		\$2,235.00
	DualEntrance		2,967.00
	SiteAugmentation		963.00
(B)	CableInstallation		
	percable		1,057.00
(C)	EquipmentInstallation&Engineering		
	perunitoftransmission/ multiplexingequipment		
	D4ChannelBank (orequivalent)		3,692.00
	OC-3(orequivalent)		5,198.00
	OC-12(orequivalent)		5,753.00
	OC-48(orequivalent)		10,334.00
(D)	SiteAugments		
	Upgrade(InstallationandEngineeringperunit)		
	D4ChannelBank (orequivalent)		3,692.00
	OC-3(orequivalent)		4,813.00
	OC-12(orequivalent)		5,339.00
	OC-48(orequivalent)		10,334.00
	MuxRecabling-perunit		2,545.00
	SoftwareUpgradepershelf		93.00
(E)	CableSupportStructure		
	percable	\$140.48	
(F)	BusinessIntegratedTimingSupply		
	-Pertimingoutputport requested	6.30	39.93

#SeeSection19.1aboveforadditionalinformation

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ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.7 RatesandCharges (Cont'd)

19.7.6 Training(VirtualCollocationOnly)

WhentheCollocator-providedequipment(hardware and/orsoftware)isidenticalto thatalreadyinuseintheTelephoneCompanycentra lofficebuilding,noadditional trainingisrequired.

WhentheCollocator-providedequipment(hardware and/orsoftware)isdifferent fromthatalreadyinuseintheTelephoneCompanyc entralofficebuilding,training willberequired.TheCollocatorwillberesponsib leforthearrangementand paymentforrequiredtrainingseminars,includingt uitionandrelatedcourse materialsforamaximumofthreeTelephoneCompany centralofficetechnicians. Thetechnicians'trainingtimewillbebasedonLab orratesassetforthinSection 19.7.7following.Whentravelisrequired,travel expensesassociatedwithtraining willbechargedtotheCollocatorbaseddirectlyon ticketstubsand/orreceipts. Lodgingandmealsassociatedwithtrainingwillbe chargedasfollows:

(1) TrainingFee	<u>Nonrecurring Charge</u>
-Lodging&Meals pertechician,perday	\$107.37

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.7 RatesandCharges (Cont'd)

19.7.7 Security,Escort,andAdditionalLaborCharges

WhentheCollocatorrequestsaccesstotheTelephoneCompanyVirtualCollocated centraloffices,orcentralofficeswhereaccessarrangementsdefinedin19.3.5(P) precedingdonotexist,aTelephoneCompany-designatedescortwillberequiredat alltimes.ThisincludesallcollocatorworkperformedonTelephoneCompany property.

	<u>FirstHalf Houror Fraction Thereof</u>	<u>Each Additional HalfHour orFraction Thereof</u>
(1) Laborrates -pervisit		
BasicTime, normallyscheduled workinghours, -pertechnician \$30.00		\$90.00
Overtime, outsideofnormally scheduledworking hoursonascheduled workday, -pertechnician	\$100.00	\$40.00
PremiumTime, outsideofscheduled workday, -pertechnician	\$120.00	\$50.00

#SeeSection19.1aboveforadditionalinformation

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)

19.9 ReservedforFutureUse

19.9 NegotiatedTermsandConditions

NegotiatedTermsandConditionsreflectallconst ructionchargesandothernegotiatedterms
andconditions,ratesandchargesbasedontheColl ocatorrequestswithineachindividual
centralofficebuilding.Allsucharrangementswil lbeavailabletootherCollocatorswithin
thesesamecentralofficebuildings.Allnegotiate darrangementswillbebasedonrates
specifiedinSection19.7preceding.

19.9.1 CollocatedInterconnectionConstructionCha rges

19.9.2 PhysicalCollocationConstructionCharges

<u>Collocator</u>	<u>Wire Center</u>	<u>CLLI Code</u>	<u>Construction Charges</u>
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#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves19.10.1 SecuredCollocationOpenPhysicalEnviron ment(SCOPE)(A) ServiceDescription

SecuredCollocationOpenPhysicalEnvironment(SCO PE)isaformof Physically-CollocatedInterconnectioninwhichPhysicalCollocators have theoptionofplacingtheirequipmentintheTelephoneCompanycentral officewithoutsecuringitinametalenclosure.Thisarrangementwillbe locatedinthesamesecure,environmentally-conditionedareacurrently utilizedforthestandardPhysically-CollocatedInterconnection arrangementsasdescribedinSection19.4preceding .

ASCOPEarrangementenablesPhysicalCollocators thatdonotwanta standardphysicalcollocationarrangementtoinstall oneormorebaysof equipmentinasecurearea.Eachindividualcolloc atorisresponsiblefor providingandinstallingitsownequipmentandperformingallmaintenance-relatedactivitiesuptothecollocator'ssideofa sharedPOT(SPOT)Bay. Thecollocator'sresponsibilitiesincludeperformingthecross-connector strappingattheSPOTBayinthesamemannerasis performedfor standardPhysically-CollocatedInterconnectionarrangements.

AlltermsandconditionsforPhysicalCollocation asdescribedinthis sectionwillapply,exceptassetforthfollowing.

(B) SCOPEArrangement

TheSCOPEarrangementinvolvestheplacementofnon-Telephone Companyownedoroperatedequipmentinasecuresegregatedareaofthe TelephoneCompanycentraloffice.Thedemarcation pointistheSPOT Bay.Eachcollocatorwillprovideandinstallits ownequipmentand equipmentbay(s)inthedesignatedarea.Thecolloc atorisresponsiblefor theidentificationofallequipmentandbayspaceinitsSCOPE arrangement.

ThecollocatorshallnotstorewithintheSCOPEareaanyancillary equipmentnotpermanentlymountedwithinthebay.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnviron ment(SCOPE)
(Cont'd)(B) SCOPEArrangement (Cont'd)

The collocator must install a minimum of one shelf of working equipment, equipped with plug-ins, for each SCOPE equipment bay that is ordered from the Telephone Company. Equipment bays must be fully equipped prior to adding subsequent equipment bays. Additional equipment bays that will be used at a future date may be reserved, if they are available, until such time as the Telephone Company requires the reserved bay to meet another collocator's service order. The Telephone Company will make a reasonable effort to assign reserved bays so that they are relocated next to the collocator's existing equipment bay; however, the Telephone Company makes no guarantee to that effect.

The collocator may, at its own option and expense, provide a secured enclosure in the equipment bay that conforms with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint.

In addition to the terms and conditions regarding security measures set forth preceding, if the collocator elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the collocator will provide the Telephone Company with keys for direct access in the event of an emergency. In the event the Telephone Company is required to access the collocator's secured bay on an emergency basis, the Telephone Company will notify the collocator of such access in advance, if possible, but in no event more than within twenty-four (24) hours after obtaining access.

(C) Application, Engineering and Administration

The collocator must request SCOPE arrangements through its Telephone Company Point of Contact as with any other collocation arrangement.

(D) Shared Point of Termination (SPOT) Bay

The SPOT Bay is the connection point between the collocator's equipment and the Telephone Company network and is shared by all collocators in the physical collocation area including SCOPE.

The Telephone Company always provides the SPOT Bay (frame and terminations).

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnviron ment(SCOPE)
(Cont'd)(E) EquipmentBay,Timing,LightingandACOutle tInstallation

SCOPEissubjecttotheavailabilityofspacea ndfacilitiesineachcentral officewhereinterconnectionisrequested.Suchspaceisallocatedto collocatoronafirstcome,firstservedbasis.Ea chindividualcollocatoris responsibleforprovidingandinstallingitsowneq uipmentandequipment bay(s)inthesecuredarea.

TheTelephoneCompanywilldesignatethefloor spacelocationspecificfor eachbayofequipmentinstalled.Inadditiontothe floorspace,the TelephoneCompanywillprovideACpower,batteryan dgeneratorbackup power,heat,air-conditioningandotherenvironment alsupportinconnection withthecollocator'stransmissionequipmentinthe samemannerit providessuchsupportitemsinconnectionwithits owntransmission equipmentwithinthatcentraloffice.

EffectiveFebruary17,2004,-48Vbattery-backe dDCpowerwillnolonger beprovidedinthisariff.

ACpower(ACoutlets)andcommonaislelighting willbeprovidedforthe entireSCOPEareaandsharedbyallCollocators.C ollocatorsmayrequest additionalACoutletsandoverheadlightingatrate ssetforthinSection 19.7.4precedingorbycontractingdirectlywitha TelephoneCompany approvedvendorforanyadditionalACoutletsandl ighting.Thegroundbar fortransmissionequipmentwillbeacommongroundb arsharedbyall CollocatorsinaSCOPEarrangement.

Vendorsmustcomplywiththerequirementsspeci fiedinSection19.3 preceding.Thecollocatorisresponsibleforallc ostswithinthededicated spacewhencontractingdirectlywithaTelephoneCo mpany-approved contractor.

Attheoptionofthecustomer,theTelephoneCo mpanywillprovidea synchronizedtimingsourceforthecustomer'sselect roniccommunication equipmentfromacentralsourcewithintheTelephon eCompany'snetwork. BusinessIntegratedTimingSupply(BITS)foraSCO PEarrangementis providedunderthetermsandconditionsspecifiedi nSection19.3.9 preceding.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnviron ment(SCOPE)
(Cont'd)(F) RateRegulations

Cross-ConnectChargesaremonthlyandnonrecurr ingchargeswhichapply asdescribedinSections19.6and19.7.2preceding.

TheDesignandPlanningFeesarenonrecurringc hargeswhichapplyas describedinSections19.3.1 and19.7.4preceding.

TheCableInstallationChargeisanonrecurring chargewhichappliesas describedinSections19.3.5 and19.7.4preceding.

TheCableSupportStructureChargeisamonthly chargewhichappliesas describedinSections19.3.5and 19.7.4preceding.

ThePowerChargeisamonthlychargewhichappl iesasdescribedin Sections19.4 and19.7.4preceding.

ForcompletedapplicationsreceivedpriortoMa y18,1999,theACOutlet Chargeisanonrecurringchargewhichappliesasde scribedinSections 19.4 and 19.7.4preceding.

ForcompletedapplicationsreceivedpriortoMa y18,1999,theRoom ConstructionChargeisanonrecurringchargewhich appliesasdescribed inSections19.3.1 and19.7.4preceding.

ForcompletedapplicationsreceivedafterMay 18,1999,theConstruction chargeisanonrecurringcharge thatapplieswhene quipmentbaysare placedincollocation spaceandincludesACoutlets tobesharedby customers,standardaislelighting,cableracking, highlevelframingand anycommongroundingspecifictotheexistingroom. Therequiredspace perbayis15squarefeet.Thechargeisassessed perequipmentbay installed.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnviron ment(SCOPE)
(Cont'd)(F) RateRegulations (Cont'd)

ForcompletedapplicationsreceivedpriortoMay18,1999,theShared LightingandOutletChargeisappliedwhenequipmen tbaysareplacedin SCOPEspaceandincludesACoutletstobesharedby Collocatorsand standardaislelighting.Thisnonrecurringcharge appliesperequipment bayinstalledassetforthinSection19.10.1(H)fo llowing.

TheBuildingSpaceChargeisassociatedwiththef ootprintofthe equipmentbay.Thismonthlychargeappliesperequ ipmentbayasset forthinSection19.10.1(H)following.

TheSPOTBayFrameandTerminationsChargesaremo nthlyand nonrecurringchargesandapplyasdescribedinSect ion19.6(I)preceding.

BusinessIntegratedTimingSupplyChargesaremont hlyandnonrecurring chargesatareappliedpertimingoutputportreq uestedbytheCollocator. ThesechargesaredescribedinSection19.3.9prec eding.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnvironm ent(SCOPE)
(Cont'd)(G) ConversionofaSCOPEArrangement (Cont'd)

- (5) ThefollowingactivitiesrelatedtotheconversionofaSCOPEarrangement pursuanttotheOrderinWCDocketNo.02-237,adoptedOctober17,2003,and releasedOctober22,2003,willbecompletedbythe TelephoneCompanywithin a timeframe that is reasonable to complete such activities.
- (a) ConverttheCollocator'sservicerecordsandasociatedmonthlybillingtoaSCOPEarrangementinaccordancewiththeapplicablestaterates, terms,andconditions;and
 - (b) Converttheassociatedcross-connectstocross-connectservicessubject tostaterates,terms,andconditions;and
 - (c) Applyeithertheone-timecreditorfirstinstallmentofthenine(9)year annualcreditrequestedbytheCollocatorpursuantto(G)(2) preceding.Whenanannualcreditrequested,eachannualinstallment willbeappliedinthesamebillperiodasthefirstinstallmentwasapplied. TheadjustmentamountsarespecifiedinSection19.10.1(H)(13) following.Theamountsshownfortheannualcredit includeinterestat 5.45%.

#SeeSection19.1aboveforadditionalinformation

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnvironm ent(SCOPE)
(Cont'd)(G) ConversionofaSCOPEArrangement (Cont'd)

(5) (Cont'd)

For Collocators who choose to convert their existing gcollocation arrangements under this tariff to state arrangements, both the one-time credit and the annual credit will be applied against and as reductions in the amount paid by the Collocator in the past under this tariff for space preparation in the accounts in which those payments were made. If, as a result of such credit, there is a net balance payable from the Telephone Company to the Collocator, taking into account all accounts of the Collocator and all liabilities of the Collocator to the Telephone Company, the Collocator will have the option of receiving the net balance as a payment from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted SCOPE arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of non-recurring charges related to Collocated Interconnection under this tariff.

Payment of the annual incentive will continue to the original Collocator if the SCOPE arrangement is disconnected or the SCOPE arrangement is assigned to a new billing party as allowed under this tariff.

In all cases, the annual adjustments shall cease after nine (9) years.

- (6) For Collocators who do not convert an existing SCOPE arrangement to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connections and existing cabling to such arrangements pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003, and released October 22, 2003. Charges for cable space, other space, and cross-connections under this tariff will continue to apply to such arrangements for facilities in place as of February 17, 2004.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.1 SecuredCollocationOpenPhysicalEnviron ment(SCOPE)
(Cont'd)(H) RatesandCharges

	<u>Monthly</u>	<u>Nonrecurring Charge</u>
(1) SharedLightingandOutlet -Perequipmentbay(SeeNote1)		\$125.71
(2) BuildingSpace,perequipmentbay		
-Band1	\$20.25	
-Band2	24.30	
-Band3	29.40	
-Band4	34.95	
-Band5	40.65	
-Band6	46.95	
-Band7	56.40	
(3) Construction,perequipmentbay		\$7,342.89
(4) Cross-ConnectCharges	SeeSections19.6and 19.7.2preceding	
(5) DesignandPlanningFees	SeeSections19. 3.1and 19.7.4preceding	
(6) CableInstallationCharge	SeeSections19.3.5 and 19.7.4preceding	
(7) CableSupportStructureCharge	SeeSections19 .3.5and 19.7.4preceding	
(8) ReservedforFutureUse		

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)

19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)

19.10.1 SecuredCollocationOpenPhysicalEnvironm ent(SCOPE)
(Cont'd)

(H) RatesandCharges (Cont'd)

- (9) ACOutletCharge (SeeNote1) SeeSections19.4and 19.7.4preceding
- (10) RoomConstructionCharge (SeeNote1) SeeSections19.3.1 and 19.7.4preceding
- (11) SPOTBayFrameandTerminations SeeSections 19.4and 19.7.4preceding
- (12) BusinessIntegratedTimingSupplyCharge See eSections19.3.9 and19.7.4preceding

(13)SCOPEAdjustmentsforConversionUnderSecti on19.10.1(G)

PerSCOPEarrangement	One-tim	<u>eCredit</u>
		\$3,052.00
PerSCOPEarrangement	AnnualC	<u>redit*</u>
		\$430.00

*Theannualcreditispayableinnine(9)installm entsinaccordancewithSection19.10.1(G)(4)prece ding.
Theannualcreditamountincludesinterestat5.45 %.

Note1:NotavailabletonewCollocatorsafterMay 18,1999.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.2 SharedPhysicalCollocationArrangements

- (A) A collocator with Physical Collocation service under this section shall have the right to share its Physical Collocation Arrangement with one or more additional entities, provided that all such entities are qualified to be collocators. All such entities must limit their collocation activities to those permitted under the tariff provision specified herein.
- (B) For established Physical Collocation Arrangements, the initial collocator is the "Collocator of Record" (COR), or "host" collocator. The other collocator(s) participating in the sharing arrangement is referred to in this tariff as the "guest(s)." When two or more collocators request establishment of a new Physical Collocation Arrangement to be used as a Shared Physical Collocation Arrangement, one of the participating collocators must agree to be the COR and the other(s) to be the guest(s). The host collocator is the Telephone Company's customer and has all the rights and obligations applicable under this tariff to collocators purchasing Physically-Collocated Interconnection arrangements, including, without limitation, the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by the guest. Neither this tariff, nor any action taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest(s) collocator in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest(s) for any actions of the COR. The host and the guest(s) are solely responsible for determining whether to share a Shared Physical Collocation Arrangement, and if so, upon whatever terms and conditions.
- (C) The host collocator must notify the Telephone Company in writing of its intention to share its Physical Collocation Arrangement.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #/(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.2 SharedPhysicalCollocationArrangements (Cont'd)

- (D) OrdersforconnectiontoTelephoneCompanyser vicesmustbe placedbytheCOR.Thehostandguest(s)mayagree thatsuch ordersmaybeplacedbytheguest(s),butinsuch cases,the TelephoneCompanymustbeprovidedwithanacceptab leLetterof Authorizationexplicitlyauthorizingtheguest(s)t oplacesuchorders.
- (E) AlltermsandconditionsforPhysically-Colloc atedInterconnectionsas describedinthisSectionwillapply.Inaddition, thefollowingterms andconditionswillapplytoSharedPhysicalColloc ation Arrangements.
- Thehostandguest(s)musteachbecollocatingf orthepurposeof interconnectingtoTelephoneCompanyservices.
 - TheCORassumestheresponsibilityfortheguest 'sviolationofall tariffregulationsandotherrequirementsrelatedt oaShared PhysicalCollatedArrangementandwillbeliablefo ranydamageor injurytotheTelephoneCompanycausedbythecondu ct of the guest(s)tothesameextentastheCORwouldbelia bleifithad engagedinsuchconductitself.TheCORwillalso indemnifythe TelephoneCompanyagainstanypartyclaimsre sultingfrom theguest'sconducttothesameextentasitwould beresponsible forsuchindemnificationifithadengagedinsuch conductitself.
 - TheTelephoneCompanywillissueonlyoneidenti fyingCLLlcode andprovideittothehost.
 - AlloccupancyandspecificPhysicalCollocation Arrangement communicationswillbebetweenthehostandtheTel ephone Companyasspecifiedinthistariff.
 - Thehostwillremainresponsibleforallcostsa ssociatedwiththe SharedPhysicalCollocationArrangement.TheTelep hone Companywillnotsplitbillanyoftherateelement sassociatedwith thePhysicalCollocationArrangementbetweentheho standits guest(s)(e.g.,CableSupportStructure,Power,AC Outlet, OverheadLightingConstruction,andRoomConstructi onCharges).

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternatives (Cont'd)19.10.3 ProvisionofFacilitiesInvolvingaCompetitiveAlternateTransportTerminal(A) General

TheCompetitiveAlternateTransportTerminal(CATT) providesashared, alternatesplicepointwithinaTelephoneCompanycentralofficeatwhicha thirdpartycompetitivefiberprovider(CFP)canenteritsfacilitiesfordistributiontoCollocationarrangementswithinthatcentraloffice.

(B) CATTArrangement

TheCATTarrangementallowsforthesplicingofaCFP'sfacilitiesator nearthecablevaultwithinaTelephoneCompanycentralofficeforthesole purposeofdistributingsuchfaciliestoCollocationarrangementswithin thatcentraloffice.

Amaximumof432andaminimumof72fibersofthe CFP'sfacilitiesmay besplicedattheCATT. AttheoptionoftheCFP, uptoanadditional432 diverselyroutedfibersmaybesplicedattheCATT, providedthatseparate entryisavailable. Inthosecentralofficeswithonlyoneentrypoint, aCFP mayrequestSpecialConstructionofanyadditional entrypointsas describedin19.3.5(B)(1)preceding.

SplicingoftheCFP'sfiberopticcablewillbeaccomplishedusingstandard splicingmeasuresorfusionsplicing. Fusionsplicingmayrequiretheuseof analternatespliceareaasdeterminedbytheTelephoneCompany. The TelephoneCompanyandtheCFPwillagreeonanacceptabledecibelloss forthesplice. Aminimumof24fibersmustbeterminatedattheCATT uponcableinstallationforuseinthecentraloffice.

TheCFPisresponsibleforallsplicingdoneatthe CATT.

ForallinstallationsfromaCATT, theCFPshall completeaMethodof Procedures(MOP)detailingtheinstallationworktobeperformedbythe CFP. TheMOPshallbeagreeduponandsignedbya Telephone CompanyrepresentativeandaCFPrepresentativeprior tothebeginningof anyworkeffortwithintheCATTspace. TheCFPshall prominentlydisplay thesignedMOPattheequipmentbaywhileperforming anyworkfunctions.

AllCFPfacilitiesandsplICESmustcomplywiththe TechnicalSpecifications specifiedinSection19.3.5preceding.

Allapplicableuniversalregulationswhichapplyto Collocatorsassetforth in thisSectionalsoapplytotheCFPanditsfacilities totheCATT.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternatives(Cont'd)19.10.3 ProvisionofFacilitiesInvolvingaCompetitiveAlternateTransportTerminal
(Cont'd)(C) ProvisionofCFPFacilitiestotheCATT

TheCFPwillberesponsibleforsupplying,installing(forwhichtheCFP musthaveaTelephoneCompanyapprovedvendorhandl theinstallation), andmaintainingthecablingbetweenthecablevault ofthecentraloffice involvedandtheCATTarea.TheCFPisfurtherresponsibleforthe physicalsplicingofitsfiber opticcabletotheCATT.Anauthorized representativeoftheTelephoneCompanywillaccompanytheCFPor TelephoneCompanyapprovedvendor,asapplicable,d uringcable installationoratanytimethateitherpartyisin theCATTarea.Escort Servicecharges,assetforthinSection19.10.3(F) (5)following,willapply.

TheCFPmustprovideaTelephoneCompanyapproved splicetrayand cableenclosurepriortoanysplicingtotheCATT. TheTelephone CompanywillprovideequipmentsupportfortheCFP splicetrayand enclosureassetforthinSection19.10.3(F)(4)following.Enclosuresmust equalthecapacityoftheinstalledfiberat72fib erspershef.CFPsmay reservespaceforadditionalshelvesforfutureuse untilsuchtimeasthe TelephoneCompanyrequeststhereservedspacetome etanotherCFP's request.

TheCFPwillnotstoreanyequipmentintheCATTare eaootherthanthe splicetrayandcableenclosure.

InstallationofCFPfacilitiesissubjecttoallapp licableregulationsfor CollocatorprovidedfacilitiesassetforthinSection19.3.5preceding.

CableSpacepercablerates,assetforthinSection19.10.3(F)(3)following, applytotheCFPpercableinstalledforthesupport structurebetween manholezeroandtheCATTarea.

Alltestingofthesplicedfacility(e.g.,end-to-end,bi-directionality,etc.)and attenuation,whenrequired,istheresponsibilityof theCFP.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternatives(Cont'd)19.10.3 ProvisionofFacilitiesInvolvingaCompetitiveAlternateTransportTerminal
(Cont'd)(D) ProvisionofFacilitiesbetweentheCATTandPhysicalorVirtualCollocation Arrangements

EitherPhysicalorVirtualCollocatorsmayrequest fiberconnectionsina minimumof12strandincrementsfromaCFPinCAT Tarrangement, subjecttothetermsandconditionsasspecifiedin Section19.3.5(B)(4) preceding.CollocatorswillbesubjecttotheCable InstallationandCable SupportStructureratesetforthinSections19.7. 4(B)and(C)forPhysical arrangementsandinSections19.7.5(B)and(E)for Virtualarrangements.

InstallationofCFPfacilitiesfromtheCATTissub jecttoallapplicable regulationsforCollocatorprovidedfacilitiesass etforthinSection19.3.5 preceding.

Alltestingofthesplicedfacility(e.g.,end-to-end,bi-directionality,etc.)and attenuation,whenrequired,istheresponsibilityof theCFP.

(E) RateRegulations(1) CATTApplication

ACATTApplicationcharge,assetforthinSection 19.10.3(F)(1) following,istobesubmittedbytheCFPinordert oprocesstheir completedapplication.Thischargeappliesforapp lication processingandadministrativeactivitiesperformed bytheTelephone Companyintheprocessingoftherequest.TheCATT Application chargeappliesforeachrequestinwhichCFPfacili tieswillbespliced attheCATT.IftheCFPcancelsitsrequestprior toinstallation,any unusedportionoftheCATTApplicationchargewill berefunded.

(2) EngineeringandImplementation

AnEngineeringandImplementationcharge,assetfo rthinSection 19.10.3(F)(2)following,appliesasaone-timechar geforplanning, TelephoneCompanyengineeringandprojectmanagemen tofthe requesttoterminatefacilitiestotheCATT.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternatives(Cont'd)19.10.3 ProvisionofFacilitiesInvolvingaCompetitiveAlternateTransportTerminal
(Cont'd)(E) RateRegulations (Cont'd)(3) CableSpace

TheCableSpacerateappliesforcablespaceandsu pportwithinthe
servingcentralofficeentrancemanholeandtheCAT Tarrangement.
TheCableSpacerateappliesasafixedmonthlyra tepercable,as
setforthinSection19.10.3(F)(3)following.

(4) EquipmentSupport

TheEquipmentSupportrateappliesmonthlytotheC FPfor
TelephoneCompanysupportservicesincludingtheco stofproviding
theequipmentbayforthespliceenclosureandasso ciatedfloor
space.TheEquipmentSupportrateappliesper72f iber,pershell,
andwillbeassessedbasedonthesizeofthecable installed,
regardless of whether or not the cable has actually beensplicedor
terminated.EquipmentSupportratesaresetforth inSection
19.10.3(F)(4)following.

(5) EscortService

EscortServiceisrequiredinaTelephoneCompanyc entralofficefor
allactivityperformedbytheCFPfromthemanhole totheCATT.
TheCFP'spersonnelwillbeallowedaccessonlywhe naqualified
TelephoneCompanyescortisavailable.TheTelepho neCompany
shallprovideanescortonreasonablenoticesubjec ttothecharges
setforthinSection19.7.7preceding.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.3 ProvisionofFacilitiesInvolvingaCompe titiveAlternateTransportTerminal
(Cont'd)(F) RatesandCharges

	<u>Monthly</u>	<u>Nonrecurring Charge</u>
(1) CATTApplication		\$1,000.00
(2) EngineeringandImplementation		1,351.11
(3) CableSpace -PerCable		\$30.31
(4) EquipmentSupport,PerSpliceTray		
-Band1	6.39	
-Band2	6.88	
-Band3	7.50	
-Band4	8.18	
-Band5	8.88	
-Band6	9.65	
-Band7	10.80	
(5) EscortService Chargesareset forthinSection 19.7.7preceding		

#SeeSection19.1aboveforadditionalinformation .

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ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation(A) ServiceDescription

MicrowaveCollocationprovidesCollocatorswith physicalcollocationofcertain terrestrialpoint-to-pointandpoint-to-multipoint microwavefacilitiesand transmissionequipmentforconnectiontotheirrown collocatedtransmission equipment.MicrowaveCollocationshallbeusedby theCollocatorssolelyfor thepurposeofinterconnectionoraccesstotheTel ephoneCompanyas specifiedherein.

(B) Regulations

- (1) Collocator-providedmicrowavefacilities,t ransmissionequipment,and antennasupportstructuresmaybelocatedin,on,o rabovetheexterior wallsandroofoftheTelephoneCompany'sservingw irecentersorinside aCollocationarrangement.Totheextentthatthe cablelengthtothe Collocationarrangementisgreaterthancouldbeef fectivelyprovided withoutunacceptable signallossordegradation,th eTelephoneCompany willworkcooperativelywiththeCollocatortoobta inmutuallyagreedupon spacefortheprovisioningofregeneratorsorother radioequipmentwithin 100feetoftheCollocator'santenna.Microwavean tennasupport structuresmaybelocatedin,on,orabovetheexte riorwallsandroofof TelephoneCompany'sservingwirecenters.
- (2) Exceptasoutlinedfollowinginthissectio n,the provisionofMicrowave Collocationisgovernedbyalltermsandconditions applicableno Physically-CollocatedInterconnectionasdescribed inSection19.4 preceding.
- (3) TheCollocator'sfacilitiesshallnotphysi cally,electronically,orinductively interferewiththeTelephoneCompanyorotherCollo cator'sortenant's facilitiesandmustcomplywiththeTechnicalSpeci ficationspecifiedin (C)following.
- (4) Eachtransmitterindividuallyandalltrans mitterscollectivelyatagiven locationshallcomplywithappropriateFederal,Sta te,and/orLocal regulationsgoverningthesafelevelsofR.F.radia tion.The"American NationalStandardSafetyLevelsWithRespecttoHum anExposureto RadioFrequencyElectromagneticFields,300KHsto 100GHZ"(IEEE C95.1-2005)istheminimumstandardtobemetbyCo llocatorsinall cases.
- (5) PriortoinstallationofaCollocator'sfacil itiesortransmissionequipment, theCollocatormustobtainatitssolecostandexp enseallnecessary licenses,permits,approvals,and/orvariancesfor theinstallationand operationoftheparticularmicrowavesystemandeq uipment,andwhen applicable,foranytowersorsupportstructures,a smayberequiredby authoritieshavingjurisdiction.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(B) Regulations (Cont'd)

- (6) Where the Collocator intends to modify, move, replace, or add to equipment or facilities within or about roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the Collocator must request and receive prior written consent from the Telephone Company, which will not be unreasonably withheld.
- (7) The Collocator shall not make any changes from the initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters, or any other technical parameters without the prior written approval of the Telephone Company.
- (8) At the Telephone Company's option, the Collocator may be escorted by a qualified Telephone Company employee, subject to the charges set forth in (J) following, if the Collocator requires access to transmitter/receiver space or cables, risers and racking for maintenance purposes.
- (9) The Telephone Company reserves the right to review wind or ice loadings, etc., for antennas over eighteen (18) inches in diameter or for any multiple antenna installations and to require changes necessary to insure such loadings meet generally accepted engineering criteria for radiotower structures. The Telephone Company's costs for such activities will be billed to the Collocator, subject to the charges set forth in (J) following.
- (10) The minimum height of equipment placement, such as microwave antennas, must be eight (8) feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, the Collocator or, if applicable, the Telephone Company shall have the complete structure, including guys and supports, inspected every two (2) years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For Collocator-owned structures that are solely for the use of one Collocator's antenna(s), such inspection will be at the Collocator's own cost and expense. The Telephone Company will work cooperatively with the Collocator to schedule the structural analysis. For structures used by multiple Collocators, the costs associated with such inspections shall be apportioned based on relative capacity ratios as specified in (12)(d) following. A copy of the inspection report shall be provided to the Telephone Company within ten (10) days of the inspection. The Collocator shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety (90) days.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(B) Regulations (Cont'd)

- (11) The Collocator shall provide written notice to the Telephone Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance, or operation of the Collocator's facilities or equipment located in roof space or transmitter/receiver space. The Collocator must also agree to take all necessary corrective action.
- (12) Any microwave antenna supporting structure to be located in, on, or above a Telephone Company building roof or exterior wall may be provided by either the Collocator or the Telephone Company, at the Telephone Company's option.
- (a) At the option of the Telephone Company, the antenna support structures shall be built, owned, and maintained by either the Telephone Company or by the Collocator. The Telephone Company reserves the right to use existing support structures for the Collocator's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a Collocator for any reason, subject to the provisions set forth following.
- (b) It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the Federal Communications Commission's Part 32-Uniform System of Accounts. When the Collocator is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(B) Regulations (Cont'd)

(12) (Cont'd)

- (c) Theownerofthesupportstructurehallu sereasonable effortstoaccommodateallrequestsbyotherperson stouse thesupportstructureforMicrowaveCollocationon afirst-comefirst-servedbasis,subjecttotheavailabilit yofspace andtechnicalfeasibility,includingindustrystand ard interferenceissues.
- (d) Theownerofthesupportstructuremaycha rgepersons proposingtousehstructure,onaone-timebasis ,for(i) anyincrementalcostsassociatedwithinstallingth euser's antenna,includingbutnotlimitedto,thecostsof engineering studies,roofpenetrations,structuralattachments, support structuremodificationorreinforcement,zoningand building permits;and(ii)aportionofthenetbookvalueo fthesupport structurebasedontherelativecapacityratio(RCR)ofuser's proposedantenna(s)tobemountedonthestructure. A user'sRCRrepresentsthepercentofthetotalcapa cityofthe supportstructureusedbytheuser'santenna(s)on the structure. Sparecapacityshallbedeemedtobeth atofthe ownerofthestructure. RCRsshallbeexpressedas atwo placedecimalnumber,roundedtothenearestwhole percent. Thesumofallusers'RCRsandtheowner' sRCR shallatalltimesequal1.00.
- (e) Theownerofthestructuremaynotassess otherusersofthe structureanychargesinadditiontotheone-timec harge describedin(d)aboveexceptthattheownerofthe structure mayassessotheruser'saproportionateshareofth e inspectioncostsasspecifiedin(10)preceding,an dthe TelephoneCompanymayassesstheCollocator'sMicro wave Collocationmonthlyrecurringchargesforuseofit sroof spaceassetforthin(J)following.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(B) Regulations (Cont'd)

(12) (Cont'd)

- (f) Atthetimeaperson(includingtheowner)pr oposedtoattach additionalantenna(s)toanexistingsupportstruct ure,itshall betheresponsibilityofthatpersontoobtain,at theircostand expense,anengineeringanalysisbyaregisteredst ructural engineer,theselectionofwhichshallbeagreedup onbyall usersofthestructure,todeterminetheRCRofall antennas onthestructure,includingtheproposedantenna(s) .The personproposingtoattachadditionalantenna(s)sh all providetheTelephoneCompanyandtheownerofthe structure(ifnotthesame)therevisedRCRsofall usersand theownerofthestructurepriortoattachingthep roposed antenna(s)tothestructure.
- (g) Itshallbetheresponsibilityoftheownero fthestructureto providetheproposeduserthenetbookvalueofthe structure atthetimeoftheproposeduse.Uponrequest,the owner shallalsoprovidetheproposeduseraccountingrec ordsor otherdocumentationsupportingthenetbookvalue.
- (h) WhentheCollocatoristheownerofthestruc ture,the proposedusershallpaytheownerdirectlythechar gesset forthin(d)above.WhentheTelephoneCompanyist he ownerofthesupportstructure,itshallfiletheo ne-time chargesetforthin(d)aboveandsubsequentinspe ction chargesinitstariffonanindividualcasebasis. Intheevent theCollocator-ownerofthesupportstructurefails tocomply withtheseprovisions,attheTelephoneCompany'so ption, ownershipofthesupportstructureshalltransfert othe TelephoneCompany.
- (13) Wherefeasible,theTelephoneCompanywillde signatespaceon orabovetheexteriorwallsandroofofeachservin gwirecenter, whichwillconstituteroofspace.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(B) Regulations (Cont'd)

- (14) The Telephone Company will designate the space, on, or above the exterior walls and roof of the serving wirecenter that will constitute the transmitter/receiver space. The Telephone Company may require the Collocator's transmitter/receiver equipment to be installed in a locked metal cabinet. The locked metal cabinet may be free-standing, wall-mounted, or relay rack-mounted. The Telephone Company may also enclose the Collocator's transmitter/receiver equipment.
- (15) Upon request and where feasible, the Telephone Company will provide two points of entry to the serving wirecenter.
- (16) When the Collocator occupies more than one Collocation arrangement, roof space, transmitter/receiver space, or cable vault location within the same serving wirecenter, the Collocator may interconnect its transmission equipment contained in such spaces. At these locations, the Collocator will be responsible for supplying, installing, and maintaining the cabling between the Collocator's different space locations using the Telephone Company designated supporting structures.
- (17) The Cable Support Structure rates set forth in (J) following will apply, per cable, per linear foot.
- (18) The Collocator may not provide, or make available to any third party, space within its Collocation arrangement, roof space, or transmitter/receiver space, except as provided herein.
- (19) The Telephone Company reserves to itself, its successors and assigns, the right to utilize space within or on the exterior of its serving wirecenter(s) in such a manner that will best enable it to fulfill its own service requirements.
- (20) Collocator may not construct improvements or make alterations or repairs to the Collocation arrangement, transmitter/receiver space, or roof space without the prior written approval of the Telephone Company, which the Telephone Company will not unreasonably withhold.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(C) TechnicalSpecifications

- (1) The Collocator's equipment must conform to the technical specifications set forth in (2) through (6) following.
- (2) The Collocator's equipment and installation of the Collocator's equipment must comply with the Network Equipment Installation Standards Information Publication (IP-72201, Issue 1A) and with the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP74171) as they relate to fire safety, health, environmental, and network safeguards. The Collocator must ensure that its equipment and installation activities do not act as a hindrance to the Telephone Company services or facilities. Collocator equipment placed in or on roof space or transmitter/receiver space must also comply with applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority.
- (3) Collocator facilities shall be placed, maintained, relocated, or removed in accordance with the applicable requirements and specifications of the current editions of the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP74171), the National Electrical Safety Code (NFPA 70E-2008 Edition), Rules and Regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.

#See Section 19.1 above for additional information.

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ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(C) TechnicalSpecifications (Cont'd)

- (4) All Collocator facilities must comply with Telcordia Specifications Regarding Microwave and Radio-Based Transmission and Equipment, Cable Entrance Facility (CEF) and Building Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421); and the Telephone Company's practices as they relate to fire, safety, health, environmental safeguards, transmission and electrical grounding requirements, or interference with the Telephone Company services or facilities.
- (5) The equipment located in, on, or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with the Telcordia Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE), Generic Physical Design Requirements for Telecommunications Products and Equipment (TR-NWT-000078), Power (TR-NWT-000513) and Isolated Ground Planes; Definition and Application to Telephone Central Offices (TR-NWT-000295), and the Telephone Company Technical Specifications for Microwave Collocation Interconnection (NIP74171). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), the Telephone Company Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162) Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company services or facilities.
- (6) Where a difference in specification may exist, the more stringent shall apply.
- (7) The Telephone Company does not assume responsibility for the design, engineering, testing, or performance of the Collocator's equipment or facilities.

See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(C) TechnicalSpecifications (Cont'd)

- (8) TheTelephoneCompanyreservestherightto removefacilitiesand equipmentfromitslistofapprovedproductsifsuc hproducts, facilities,andequipmentaredeterminedtobenol ongercompliant withNEBSstandardsorElectromagneticCompatibilit yand ElectricalSafetyGenericCriteriaforNetworkTele communication Equipment(GR-1089-CORE).
- (9) TheCollocator,atitsowncost,shallcomply withallpresentand futurelaws,ordinances,rules,orders,andregulat ionsofallstate, federal,municipal,andlocalgovernments,departme nts, commissions,andboardsandanydirectionofanypu blicofficer pursuanttolaw,andallorders,rules,andregulat ionsofanyBoard ofFireUnderwritersoranysimilarbodywhichshal limposeany violation,order,ordutyupontheTelephoneCompan yorCollocator withrespecttotheservingwirecenter,whetheror notarisngoutof theCollocator'suseormannerofuse.
- (10) TheCollocatorwillprovideemergencyaccess toitsCollocation arrangementandtransmitter/receiverspace(s)atal ltimestoallow theTelephoneCompanyto reacttoemergencies,tom aintainthe space(whereapplicable),andtoensurecompliance with OSHA/TelephoneCompanyregulationsandstandardsre latedto fire,safety,health,andenvironmentalsafeguards. Ifconditions permit,notificationofaccesswillbeprovided,an dthecustomerwill havetheoptiontobepresentatthetimeofaccess .

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(D) RateRegulations

- (1) The Collocator is subject to nonrecurring charges and/or recurring rates for use of the Telephone Company owned space and facilities and for the provisioning of Collocator provided facilities within the serving wire center. The rates and charges for Microwave Collocation are set forth in (J) following.
- (2) Recurring rates are applicable to each Microwave Collocation arrangement for the space (generally on the serving wire center roof) associated with the Telephone Company or Collocator owned antenna support structures. The rate is calculated using the Rates per Square Foot as specified in (J) following multiplied by the square footage of the footprint, which resultants multiplied by the Collocator's relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of Collocator's antennas.
 - (a) Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the rooftop) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by Collocator. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.
 - (b) The RCR is calculated as specified in Section 19.10.4(B)(12)(d) preceding.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(E) Power

- (1) TheTelephoneCompanywillsupplythefloorspace, transmitter/receiverspace,and110VcommercialAC power,heat, air-conditioning,andotherenvironmentalsupport, aswellaswork andserviceswhichsupporttheoveralloperationof theservingwire center,inthesamemannerasitprovidessuchsupp ortitemstoits ownequipmentwithinthatsservingwirecenter.
- (2) TheTelephoneCompanywillnotgenerallyprov idepoweror environmentalstupporttotheroofspace.IftheTele phone Companyagreesinresponsetoaspecificrequestby the Collocatortoprovidepowerorenvironmentalsuppor ttotheroof space,theCollocatorwillsupplyallassociatedma terials,as specifiedbytheTelephoneCompany,whichtheTelep hone CompanywillhaveinstalledatCollocator'scost.
- (3) TheTelephoneCompanywillprovide110Vcommer cialAC powerforelectricaloutletsandlightingtothetr ansmitter/receiver space.TheCollocatorwillsupplyallassociatedm aterials,as specifiedbytheTelephoneCompany,fortheTelepho neCompany tobbring110VcommercialACpowertothetransmitte r/receiver space.TheCollocatorwillbechargedthecostof installation incurredbytheTelephoneCompany.

EffectiveFebruary17,2004,-48Vbattery-backedDC powerwillno longerbeprovidedunderthetermsandconditionso fthistariff.

(F) ProvisionofSpace

TheTelephoneCompanywillprovidespacewithint hecableriserand cableracksupportstructuresandbetweenthe trans mitter/receiverspace andtheroofspaceneededto reachtheCollocation arrangementandto accesstheTelephoneCompanypointoftermination. However, WaveguidecablesmaynotbeplacedintheTelepho neCompanycable risersorracks.TheTelephoneCompanyreservesth erighttoprohibit therunningofWaveguidecables,metallicconduit, andcoaxialcable throughornearsensitiveequipmentareas.

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ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(G) ProvisionofService

- (1) TheTelephoneCompanywillconductapre-cons tructionsurveyfor eachCollocatorrequestforaCollocationarrangeme nt,cable space,roofspace,ortransmitter/receiverspacefo rwhich occupancyisrequestedtodeterminetheavailabilit yandviabilityof suchspacestoaccommodatetheCollocator'sneedsa ndfacilities. Indeterminingtheavailabilityofspaceandsafet yconsiderationsin theTelephoneCompany'sservingwirecenter,theTe lephone Companywillconsider,andgivepreferenceto,its presentand foreseeableneedsforsuchspacesinordertofulfi llitsobligations toprovideitstariffedservicestoitsothercusto mers.
- (a) TheTelephoneCompanywilluserasonablelef tfortstonotify theCollocatorwithintwenty-three(23)businessda ys whetherornottherequestcanbemet.Ifspaceis available, theTelephoneCompanywillnegotiateadatewithth e Collocatorastowhenconstructionoftheroofspac eand transmitter/receiverspacemaycommence.
- (2) TheTelephoneCompanyshalldesignateallspa cestobeoccupied byCollocator'sfacilities.
- (3) TheTelephoneCompanywillcharge theColloca torforthedesign andconstructionworkassociatedwithMicrowaveCol locationas setforthin(J)following.
- (4) TheTelephoneCompanyisresponsibleforprov idingthe Collocationarrangement,roofspace,cablespace,a nd transmitter/receiverspaceinaccordancewithther atesand regulationspecifiedinthis tariff.
- (5) TheTelephoneCompanywillinstallandmainta intheCollocator's Waveguidecablesand/orcoaxialcabletoindustrys tandardsand totheTelephoneCompany'sownstandardsforitsow nequipment, inconsultationwiththeCollocator,fromthepoint ofentrytothe buildingtothetransmitter/receiverandfromthet ransmitter/receiver totheCollocator'sCollocationarrangement.The routeofthe Waveguidecablesand/orcoaxialcable,aswellasa nyprotection required,willbediscussedduringthepre-construc tionsurvey.

#SeeSection19.1aboveforadditionalinformation .

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19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternatives(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(H) RequestforService

- (1) The Collocator shall complete a written application for occupancy of any Collocation arrangement, cablespace, roof space, or transmitter/receiver space.
- (2) If the Collocator withdraws its request, the Collocator is responsible for any non-recurring costs incurred by the Telephone Company on behalf of the Collocator.

(3) ConversiontoStateArrangements

The Collocator may convert a microwave collocation arrangement under this tariff to a microwave collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 and subject to (a) through (e) following.

- (a) The microwave collocation arrangement must have been in service on February 17, 2004 or on order (i.e., a Collocation Application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.
- (b) No later than March 18, 2004 the Collocator must notify the Telephone Company of its intent to convert its microwave collocation arrangement by submitting written or electronic notification at the same address/website it would normally submit applications for collocation. The notification must include the 11 character CLLI for the microwave collocation arrangement, the total square footage of the microwave collocation arrangement, the order date for the microwave collocation arrangement, and the tariff for Interconnection Agreement to which it is being converted. The Collocator must also specify if any adjustment due under (d) following should be applied as a one-time creditor as an annual credit of nine (9) installments.

#See Section 19.1 above for additional information.

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(This page filed under Transmittal No. 5)
Vice President, Government and Regulatory Affairs
180 S. Clinton Ave., Rochester, NY 14646

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternatives (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(H) RequestforService (Cont'd)(3) ConversiontoStateArrangements (Cont'd)

- (c) The Telephone Company will convert rates and charges for the microwave collocation arrangements set forth in Section 19.10.4(J) of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003, and released October 22, 2003. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the Collocator provided notification to the Telephone Company pursuant to (b) preceding.
- (d) Eligible Collocators will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the microwave collocation arrangement assessed and paid under this tariff and the corresponding rates and charges applicable under the terms, and conditions to which the microwave collocation arrangement is converted. The Collocator has the option to have the adjustment applied as a one-time creditor as a annual credit payable over the first nine (9) years following conversion. The one-time credit amounts and annual credit amounts are set forth in 19.10.4(J)(3) following.
- (e) The following activities related to the conversion of a microwave collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 will be completed by the Telephone Company within a timeframe that is reasonable to complete such activities.
- (1) Convert the Collocator's service records and associated monthly billing to microwave collocation in accordance with the applicable rates, terms, and conditions; and
- (2) Convert the associated cross-connect services to cross-connect services subject to rates, terms, and conditions; and
- (3) Apply either the one-time creditor first installment of the nine (9) year annual credit as requested by the Collocator pursuant to (3)(b) preceding. When an annual credit is requested, each annual installment will be applied in the same bill period as the first installment was applied. The adjustment amounts are specified in Section 19.10.4 (J)(3)(a) and (b) following. The amounts shown for the annual credit include interest at 5.45%.

#See Section 19.1 above for additional information

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternatives(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(H) RequestforService (Cont'd)(3) ConversiontoStateArrangements (Cont'd)

(e) (Cont'd)

For Collocators who choose to convert their existing g collocation arrangements under this tariff to state arrangement s, both the one-time credit and the annual credit will be applied a gainstand as reductions in the amounts paid by the Collocator in the past under this tariff for space preparation in the accounts i n which those payments were made. If, as a result of such credit , there is a net balance payable from the Telephone Company to the C ollocator, taking into account all accounts of the Collocator and all liabilities of the Collocator to the Telephone Company, the Colloc ator will have the option of receiving the net balance as a paymen t from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted microwave collocation arrangements for which the Collocator has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Collocated Intercon nection under this tariff.

Payment of the annual incentive will continue to th e original Collocator if the microwave collocation arrangement is disconnected or the microwave collocation arrangement is assigned to a new billing party as allowed under th e tariff.

In all cases, the annual adjustments shall cease aft er nine (9) years.

- (f) For Collocators who do not convert an existing microwave collocation arrangement to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connects and existing cab leracking and entrance cabling to such arrangements pursuant to the Order in WCDocket No. 02-237, adopted October 17, 2003, and released October 22, 2003. Charges for cablespace, other space, and cross-connects under this tariff will continue to a pply to such arrangements for facilities in place as of February 17, 2004.

#See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(l) InstallationofCollocatorProvidedFacilities

- (1) The Collocator will be responsible for supplying, servicing, and repairing the Waveguide cables and/or coaxial cable, which the Telephone Company will install from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the Collocator's Collocation arrangement. The Collocator is responsible to connect the Waveguide cables and/or coaxial cable to the Collocator's equipment within the Collocation arrangement and to the transmitter/receiver. In addition, the Collocator will be responsible for supplying, repairing, installing, and maintaining the following: its transmission equipment located in the Collocation arrangement; its antenna and associated equipment; and its transmitter/receiver equipment.
- (2) At the option of the Telephone Company, the Collocator may also be responsible for building, owning, and maintaining the antenna tower and support structure.
- (3) The Collocator will be responsible for maintaining the Waveguide cables and/or coaxial cable, which is used to connect the microwave antenna to the transmitter/receiver, up to the point where the Waveguide cables and/or coaxial cable enter the building.
- (4) The Collocator will provide, install, and maintain its Collocation arrangement and any repeaters, which may be necessary as a result of the physical distance between the Collocation arrangement and the serving wire center of the Telephone Company facilities and services. The Telephone Company will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.
- (5) The Collocator will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the Collocation arrangement, roof space, and transmitter/receiver space and installation of the Collocator's equipment within such spaces.
- (6) The Collocator must sign the Design and Construction Work Completion Notice, indicating acceptance of the design and construction work.
 - (a) Access to the space will be provided to the Collocator only after execution of the Design and Construction Work Completion Notice.

#See Section 19.1 above for additional information.

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves(Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(l) InstallationofCollocatorProvidedFacilities (Cont'd)

- (7) TheCollocatormustmeetalltheTelephoneComp anyfire,safety, andhousekeepingrequirements.
- (8) TheCollocatorwillberesponsibleforacceptin gdelivery,installation, andmaintenanceofitsequipment.
- (9) TheCollocatorisnotpermittedtopenetrateth ebuildingexteriorwall orroofwheninstallingormaintainingtransmission equipmentand supportstructures.TheTelephoneCompanyorahir edagentofthe TelephoneCompanywilldoallbuildingpenetration. Costsfor buildingpenetrationwillbepaidbytheCollocator .Installation intervalsshallbenolongerthanthoseforotherC ollocation installationunderapplicableinterconnectionagree mentsbetweenthe TelephoneCompanyandtheCollocatororapplicable rulesand regulations.WhentheTelephoneCompanyperformsb uilding penetration,ratesandchargeswillbefeiledonan individualcase basis.
- (10) AnyCollocator'sequipmentusedtoproduceor extractmoisturemust bconnectedtoexistingornewlyconstructedbuild ingor rooftop drainagesystems,attheexpenseoftheCollocator.
- (11) TheCollocatormustobtaintheTelephoneCompa ny'swritten approvaloftheCollocatorproposedschedulingofw orkpriorto beginninganydelivery,installation,replacement, orremovalworkfor equipmentand/orfacilitieslocatedwithintheColl ocator'sCollocation arrangement,roofspace,ortransmitter/receiversp ace,inorderto coordinateuseoftemporarystagingareasandother building facilities.TheTelephoneCompanymayrequestaddi tional informationbeforegrantingapprovalandmayrequir escheduling changes.

#SeeSection19.1aboveforadditionalinformation .

ACCESSSERVICE

19. CollocatedInterconnectionService # (Cont'd)19.10 CollocatedInterconnectionServiceAlternati ves (Cont'd)19.10.4 MicrowaveCollocation (Cont'd)(I) InstallationofCollocatorProvidedFacilities (Cont'd)

- (12) The Collocator shall have the right to use a portion of the serving wire center and loading areas designated by the Telephone Company, if available, on a temporary basis during the Collocator's equipment installation in the Collocation arrangement, roof space, transmitter/receiver space, and other designated areas in the building. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.
- (13) The Collocator is responsible for protecting the Telephone Company's equipment and serving wire center's flooring within the staging area and along the staging route.
- (14) The Collocator must store equipment and materials within the Collocation arrangement when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).
- (15) The Collocator or its approved vendor will have access to its Collocation arrangement, roof space, transmitter/receiver space, and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The Collocator may be escorted in areas outside its Collocation arrangement by a designated Telephone Company employee for these occasions, subject to the charges set forth in (J) following.

See Section 19.1 above for additional information .

ACCESSSERVICE

19. CollocatedInterconnectionService #(Cont'd)
- 19.10 CollocatedInterconnectionServiceAlternatives(Cont'd)
- 19.10.4 MicrowaveCollocation (Cont'd)
- (J) RatesandCharges

	<u>SectionReference</u>
(1) <u>PhysicalCollocation</u>	
(a) DesignandPlanningFees	19.7.4(A)
(b) CableInstallation	19.7.4(B)
(c) CableSupportStructure	19.7.4(C)
(d) ReservedforFutureUse	
(e) SpaceandFacilityCharge	19.7.4(I)
(f) RatesperSquareFoot	19.7.2(D)
(2) <u>Security,Escort,andAdditionalLaborCharges</u>	
(a) LaborRates	19.7.7(1)
(3) <u>MicrowaveCollocationAdjustmentsforConversionunderSection19.10.4(H)(3)</u>	
(a) <u>SizeofMultiplexingNode</u>	<u>One-timeCredit</u>
-Lessthanorequalto100squarefeet	\$14,951.00
-101to200squarefeet	7,441.00
-201to300squarefeet	0.00
-301squarefeetorgreater	0.00
(b) <u>SizeofMultiplexingNode</u> AnnualCredit_____*	
-Lessthanorequalto100squarefeet	\$2,106.00
-101to200squarefeet	1,048.00
-201to300squarefeet	0.00
-301squarefeetorgreater	0.00

*Theannualcreditispayableinnine(9)installmentsinaccordancewithSection19.4(10)(G)(5)(c)for physicalcollocationarrangements.Theannualcreditamountsincludeinterestat5.45%.

#SeeSection19.1aboveforadditionalinformation