
ACCESS SERVICE

19. Collocated Interconnection Service19.1 General

This Section contains regulations, terms and conditions for Collocated Interconnection service, hereafter referred to as "Collocated Interconnection" or "Collocation," and associated Switched Transport, Special Access, and Packet Data services provided by the Company to the customer, hereafter referred to as "Collocator." This Section does not apply to any other service offered by the Company.

The regulations set forth in this Section 19 apply to the following:

- (1) Virtually Collocated Interconnection arrangements
- (2) Physically Collocated Interconnection and SCOPE arrangements which are in-service or on order (i.e., a Collocation Application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 19.4(R) or 19.10.1(G) or 19.10.4(H) following.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

The Company undertakes to provide Collocated Interconnection offered in this Section pursuant to the regulations, terms and conditions specified herein.

All terms and conditions within this Section apply to each Collocator purchasing Collocated Interconnection unless otherwise specified in Section 19.7.3 following.

Regulations, terms and conditions as specified in this Section of the tariff apply only to the Company's offering of Collocated Interconnection and associated Switched Transport, Special Access, and Packet Data services provided to the Collocator. The regulations, terms, and conditions do not apply to any Collocator offering of services to its Subscribers.

The provision of Collocated Interconnection by the Company as set forth in this Section does not constitute a joint undertaking with the Collocator for the furnishing of the Collocator's services.

Collocated Interconnection is subject to general regulations as put forth in Section 2 of this tariff unless otherwise stated herein.

Collocated Interconnection will be provided where facilities are available as specified in Section 19.7.3 following and may be found on the Telephone Company's Internet website at <http://carrier.frontiercorp.com/crtf/carrier/>. In addition, the Telephone Company maintains the Collocation Space Summary, which associates the central offices contained in Section 19.7.3 with their designations as Physical, SCOPE, or Virtual.

Requests for Collocated Interconnection at remote offices will be accepted when the necessary space and technical capabilities exist.

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19. Collocated Interconnection Service# (Cont'd)19.1 General (Cont'd)

The Telephone Company will accept bona fide requests for Collocated Interconnection in central offices not specified in the Section 19.7.3 following. For each bona fide request, the Telephone Company will determine the feasibility of providing Collocated Interconnection from that central office. For Physical Collocation, the Telephone Company will file the necessary tariff modifications to be effective upon 15 days notice. If necessary, the Telephone Company will file a request with appropriate state authorities to designate a central office as a Virtual Interconnection office. Tariff modifications reflecting such exemptions will be promptly filed upon approval. These tariff modifications will also be filed to be effective upon 15 days notice.

Hereinafter in this Section 19, the term Collocator facilities shall include facilities provided by the Collocator, facilities that are leased by the Collocator to the Telephone Company or a third party (i.e., Competitive Fiber Provider), or facilities provided by a Virtual Collocator for which a Bill of Sale is executed as described in Section 19.5(C)(2) following. The provision of facilities involving a third party are set forth in Section 19.10.3 following.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service #(Cont'd)19.2 Service Description

Collocated Interconnection provides for central office interconnection of Telephone Company-provided interstate Switched Transport, Special Access, and Packet Data services and facilities as specified below to Collocator-provided transmission equipment*.

This interconnection may be accomplished through either Physical, Virtual, or SCOPE Collocated Interconnection arrangements. Each central office where Physical, Virtual, or SCOPE Collocated arrangements are available is identified in Section 19.7.3 following. Specific designations for Physical, Virtual, and SCOPE arrangements are shown on the Collocation Space Summary.

Collocated Interconnection is provided subject to the availability of suitable space and facilities in each central office building designated in Section 19.7.3 following and may be found on the Telephone Company's Internet website at <http://carrier.frontiercorp.com/crtf/carrier/>.

Interconnection Cross Connects provides a Cross-connect and associated equipment for interconnecting Telephone Company-provided/tariffed services to an interconnection arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

See Section 19.1 above for additional information.

* The following provision applies with regard to Dedicated SONET Optical Transport Service (DSOTS) Partial Ring Service provided by the Telephone Company pursuant to Section 7 of this tariff. Because the collocation of Collocator-provided transmission equipment within close proximity to the Telephone Company's DSOTS device (node or amplifier) may interfere with the operation of DSOTS, notwithstanding anything in this tariff limiting Collocated Interconnection collocation to transmission equipment, Collocator-provided fiber optic cross connect equipment may be collocated in a Collocated Interconnection collocation arrangement in a Telephone Company central office, in lieu of collocated transmission equipment, for interconnection with a DSOTS Partial Ring Service provided by the Telephone Company, in accordance with the rates and other provisions of this tariff applicable to the collocation of transmission equipment.

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19. Collocated Interconnection Service #(Cont'd)19.2 Service Description (Cont'd)

The Telephone Company will provide interconnection to the following interstate services:

- 1.544 Mbps DS1 Service and multiplexing functionality
- 44.736 Mbps DS3 Service and multiplexing functionality
- Short Term DS3
- Exchange Access Frame Relay Service (XA-FRS)
- Exchange Access Switched Multi-Megabit Data Service (XA-SMDS)
- ATM Cell Relay Service at DS3/45Mbps and OC3c/155Mbps
- Dedicated SONET Broadband Transport (DSBT) OC3, OC3C, OC12, OC12C, OC48 and OC48c
- Special Access Dedicated SONET Shared Single Path (DSSSP)
- LAN Extension Service (LES)
- Dedicated SONET Optical Transport Service (DSOTS) Partial Ring Service
- Dedicated SONET Ring (DSR) Partial Ring Service
- IP Port Service
- Ethernet Private Line
- Ethernet LAN Service

Collocated Interconnection is available for Microwave Collocation where feasible on an individually negotiated basis.

The Interconnection Cross Connect can be provided at the fiber optic level, DS3 level (44.736 Mbps), and DS1 level (1.544 Mbps).

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service #(Cont'd)19.2 Service Description (Cont'd)Short-Term DS3 Service

Short-Term DS3 Cross Connect is provided for Collocators who require a DS3 service for a short duration of 30 days or less, such as for a convention, trade show, or demonstration.

Short-Term DS3 service is provided where facilities permit and is subject to a full month's billing for each 30-day period regardless of time in service. In addition, special construction charges for nonreusable equipment or additional labor costs apply. The nonrecurring charges that will be applied to Short-Term DS3 are shown in Section 7.5.9 preceding.

19.2.1 Minimum Periods

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-SMDS 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. Collocated Interconnection Service #(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 Applications 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 Interconnection space 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 Collocation 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. Collocated Interconnection Service #(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 efforts 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 efforts 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 Interconnection and associated 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 terminations 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 must proceed to have 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 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 Collocator shall have no claim against the Telephone Company for: (1) 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 from full or partial interruption or interference 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. Collocated Interconnection Service #(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 closed, 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 the 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-connect to each Collocation arrangement.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service #(Cont'd)19.3 Regulations (Cont'd)

- (O) The regulations described herein are in addition to other terms and conditions specified in this tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all applicable fees, rates, charges, application forms and required permits.
- (P) When an existing Collocator vacates Collocated Interconnection Space as specified in Section 19.3(J) preceding, and the Telephone Company has received all appropriate rates and fees and Collocation Construction Charges as specified in this tariff from another Collocator which has requested Collocated Interconnection arrangements in the same Collocated Interconnection Space previously vacated, the Telephone Company will credit the initial Collocator the pro rata share of the Collocator Construction charges paid to the Telephone Company as defined in 19.6(A) following. The Telephone Company will credit the initial Collocator Nonrecurring Cage Construction Charges if another Collocator occupies the same caged space previously occupied by the initial Collocator. The credit to the initial Collocator will be the initial nonrecurring Cage Construction charge less 1/360th for each month elapsed until occupancy occurs with the new incoming Collocator. The new incoming Collocator will be assessed the full nonrecurring Cage Construction charge less 1/360th for each month elapsed from occupancy by the initial Collocator.
- (Q) When ordering Access Services to a Collocation site, customers must provide the Telephone Company with a Letter of Agency (LOA) from the Collocation vendor authorizing the access customer to order to their facility. The LOA should include the quantity and type(s) of services authorized.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service # (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. Collocated Interconnection Service # (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 pro rata payment as defined in 19.6 following will apply. The estimated interval for turnover of space will run from the date of payment by the Physical Collocator of the first installment of the estimated Collocated Interconnection 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 Fee less the reasonable costs incurred.
- (E) The Telephone Company shall designate all spaces 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 depending 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. Collocated Interconnection Service # (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 completed Collocation Application Form for Physical Collocation in an office that has been listed in Section 19.7.3 following, a Space and Facility Charge will apply for 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)
+ 4,768.60	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)
-17,882.25	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. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.1 Design & Planning (Cont'd)19.3.1.1 Space & Facility (Cont'd)

- (B) Receipt of the completed Collocation application and the appropriate Design and Planning Fee will determine the order of priority of Collocators' requests.

At the time that the Telephone Company provides the Collocator with its proposal for the design and construction work, the Collocator must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company 50% of the total Space and Facility nonrecurring charge. The Collocation implementation schedule will start once the Telephone Company receives the 50% payment. If the Telephone Company does not receive the signed proposal and 50% of the total Space and Facility nonrecurring charge within 30 days of the Collocator receiving the proposal from the Telephone Company, the Telephone Company will consider the offer rejected and will cancel the application and make available the space allocated for that application to meet additional Collocation arrangement requests.

The balance of the Space and Facility Charge will be billed to the Collocator at the time the Telephone Company grants occupancy of or 30 days from the date the Telephone Company provides access to the Collocation arrangement.

Should a Collocator vacate its Collocation arrangement, the Collocator will be credited with the remaining unamortized amount of the Space and Facility Charge upon subsequent occupancy of the same Collocation arrangement by another Collocator or if the same Collocation arrangement is used by the Telephone Company. The subsequent Collocator will be responsible for payment of the remaining unamortized amount of the Space and Facility Charge prior to occupying the Collocation arrangement.

- (C) Effective May 18, 1999, the Telephone Company will discontinue the Common Nonrecurring Charge Proration described in Section 19.6(A) following. All new applications for Physical Collocation arrangements received after May 18, 1999, will be billed the appropriate Space and Facility Charge. In addition, all pending applications for rooms that are under construction on May 18, 1999, where final costs have not yet been rendered, will be billed at the appropriate Space and Facility Charge.

Collocators who have paid under the Proration plan for more than their share of an existing room where there is still space for additional Collocators will be made whole to the appropriate flat rate when the space is fully occupied and paid for by the other Collocators. No refunds will be given in those rooms where there is no additional space available and all pro rata refunds have already been given.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.2 Acceptance and Turnover of Space(s)

- (A) The Telephone Company will notify the Physical Collocator in writing of the completion of the Collocated Interconnection construction work.
- (B) For completed Collocation Application forms received prior to May 18, 1999, and before beginning installation work or occupancy, the Physical Collocator must provide the Telephone Company with a signed statement indicating acceptance of the Collocated Interconnection construction work. The Telephone Company will render a final bill to reconcile the Collocated Interconnection construction work estimate with actual costs when specific charges are made available after completion of the Collocated Interconnection construction work. Payment is due within 30 days of the bill date.
- (C) Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocated Interconnection Space, the Collocator must obtain the Telephone Company's written approval of the Collocator-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.
- (D) Temporary Staging Area

The Physical Collocator shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the Physical Collocator's equipment installation work in the Collocated Interconnection Space. The Physical Collocator is responsible for protecting the Telephone Company's equipment and central office walls and flooring within the staging area and along the staging route. The Physical Collocator will store equipment and materials within the Collocated Interconnection Space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s). The Physical Collocator will meet all Telephone Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of the installation work. The Telephone Company may assess a cleaning charge for failure to comply with this obligation. The cleaning charge will be as set forth for Additional Labor in the Telephone Company's tariff(s), Access Service, Section 13.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.2 Acceptance and Turnover of Space(s) (Cont'd)(E) Inspections of Physical Collocator's Facilities

The Telephone Company has the right to inspect, at the Physical Collocator's expense, the completed installation of the Physical Collocator's equipment and facilities and to make subsequent and periodic inspections of the Physical Collocator's equipment and facilities occupying Collocated Interconnection Space(s), associated Cable Space and Cable Support Structure Space. Such further inspections will be at the expense of the Physical Collocator if that Physical Collocator is found not to be in compliance with the terms and conditions of this tariff. The Telephone Company will notify the Physical Collocator in writing at least two weeks in advance of such Telephone Company initiated inspections, and the Physical Collocator shall have the right to be present at the time of inspection. The Telephone Company will make no more than one inspection on a monthly basis. This inspection limitation does not include inspections of an emergency nature or inspections initiated by outside agencies (e.g., fire, safety and insurance). The Telephone Company will notify the Collocator in writing of any outside agency inspection promptly upon being notified by the specific agency requesting such inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the Collocator as soon as reasonably possible. The Physical Collocator shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections.

In the event that an emergency necessitates an inspection, the Telephone Company, as soon as reasonably possible, will notify the Collocator of the emergency, the nature of the emergency, and that an inspection is being conducted in response to the emergency.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.3 Other Obligations of Collocators(A) Insurance

All following regulations apply, unless otherwise agreed to between the Physical Collocator and the Telephone Company, and specifically explained in Section 19.9 following.

- (1) The Physical Collocator shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance as specified in Sections 19.3.3(A)(2)(a), (b), (c), and (d) following and underwritten by insurance companies licensed to do business in the jurisdiction where Collocation occurs having a BEST Insurance rating of at least AA-12, which is consistent with the rating maintained by all companies doing business with the Telephone Company. The Telephone Company shall be named as an ADDITIONAL INSURED and a LOSS PAYEE on ALL applicable policies as specified in Sections 19.3.3(A)(2)(a), (b), (c), and (d) following.
- (2)
 - (a) Comprehensive General Liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$4 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
 - (b) Umbrella/Excess Liability coverage in an amount of \$10 million in excess of coverage specified in (a) above.
 - (c) All Risk Property coverage on a full replacement cost basis insuring all of the Physical Collocator's real and personal property situated on or within the Telephone Company location(s). The Physical Collocator may also elect to purchase business interruption and contingent business interruption insurance.
 - (d)
 - (1) Statutory Worker's Compensation coverage
 - (2) Contractual Liability coverage
 - (3) Automobile Liability coverage
 - (4) Employer's Liability coverage in an amount of \$2 million.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.3 Other Obligations of Collocators(A) Insurance (Cont'd)

- (3) All policies purchased by the Physical Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (4) All insurance must be in effect on or before the Telephone Company authorizes access by the Collocator employees or placement of Collocator equipment or facilities within the Telephone Company premises and such insurance shall remain in force as long as the Physical Collocator's facilities remain within the Telephone Company's central offices. If the Physical Collocator fails to maintain the coverage, the Telephone Company will assume the expense for such coverage and seek reimbursement from the Physical Collocator. Failure to make a timely reimbursement will constitute a material breach of the terms of this tariff.
- (5) The Physical Collocator shall submit certificates of insurance reflecting the coverage specific in Sections 19.3.3(A)(2)(a), (b), (c), and (d) preceding prior to the commencement of the work called for in this tariff. The Physical Collocator shall arrange for the Telephone Company to receive 30 days advance notice of cancellation from the Physical Collocator's insurance company. Notice of cancellation should be forwarded to the Telephone Company:
- (6) The Physical Collocator must also conform to the recommendation(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations the Telephone Company shall hereafter agree to.
- (7) Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this tariff arrangement.

See Section 19.1 above for additional information.

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19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.4 Use of Space

- (A) "Efficiently used" shall mean that substantially all of the floor space is taken up by the equipment specified in the Telephone Company tariffs. Such equipment must be placed no greater than 20% above the minimum distribution permitted by Telcordia Network Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE). The determination as to whether or not this criterion is met is solely within the reasonable judgement of the Telephone Company.

If the Collocated Interconnection space is not secured in a metal enclosure (cage), the equipment frame placement must adhere to minimum aisle spacing standards for that system between the equipment frame placement and the perimeter of the Collocated Interconnection space as defined in the most recent issue of Telcordia Network Equipment Building System (NEBS) requirements (GR-63-CORE).

The Telephone Company will work cooperatively with the collocator to accommodate as many collocation arrangements as possible at central offices where there is limited physical space available.

- (B) If Collocated Interconnection Space is needed to accommodate another Physical Collocator or the Telephone Company's service, the Telephone Company may take back from the Physical Collocator any Collocated Interconnection Space that is not being "efficiently used." In addition, the Telephone Company may take back for the same purposes space that is not being used at all to house equipment specified in the Telephone Company tariffs for Collocated Interconnection. The Physical Collocator will have one hundred eighty (180) days from the time of notice by the Telephone Company to the Physical Collocator of the need for such space to ensure that such space is being used in accordance with the terms herein.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance(A) Specifications

- (1) Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, and any other governing authority having jurisdiction. All Collocated entrance facilities and splices must comply with the Telcordia Generic Specification for Optical Fiber and Optical Fiber Cable (GR-20-CORE, Issue 3), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities. The Collocator's designated equipment located within the Telephone Company's central office must comply with the most recent issue, unless otherwise specified, of Telcordia Network Equipment - Building System (NEBS) requirements (GR-63-CORE, Issue 1). This equipment must also comply with the most current issue, unless otherwise specified, of the Telephone Company's Network Equipment Installation Standards (Information Publication IP 72202, Issue 3) and the Telephone Company's Central Office Engineering Standards (Information Publication IP 72013, Issue 6).

Where a difference in specification may exist, the more stringent shall apply. The Collocator's designated facilities shall not electronically or inductively interfere with the Telephone Company's, other Collocator's, tenant's or any other party's facilities. If such interference occurs, the Telephone Company may take action as permitted under Section 2 preceding.

- (2) The Telephone Company reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this tariff. In such cases, the Telephone Company will at its discretion furnish to the Collocator written material which will specify and explain the required construction.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(B) Entrance Facilities(1) Entry Points

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 or 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) Central Office Manhole

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 require 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(B) Entrance Facilities (Cont'd)(2) Central Office Manhole (Cont'd)

In the Telephone Company-designated location 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) Point of Interconnection

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) Cable Installation and Cable Support Structure

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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(C) Collocated Interconnection Space(1) Physical Collocation Space

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) Virtual Collocation

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 location 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(D) Point of Interconnection(1) Physical Collocation

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) Virtual Collocation

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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(E) Installation and Engineering Options

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 from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and the Telephone Company standards.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)

- (G) Defined Virtual DS1 and DS3 Collocated Interconnection services will interconnect with Transmission Equipment (i.e., SONET Network Elements (SNE) or Optical Line Terminating Equipment (OLTE)) located in the Telephone Company's central office. In order to ensure the compatibility of the transmission capabilities, associated protection and the SNE or OLTE located in both the Collocator's premises and the Telephone Company's central office, the SNE or OLTE, as well as the fiber located in the Telephone Company's central office, will be provided by the Collocator to the Telephone Company for a nominal sum. The Telephone Company will own and maintain the fiber, cable, and transmission equipment that the Telephone Company purchases from the Collocator. Upon termination of the service arrangement pursuant to the Telephone Company tariff, the Collocator has the option of repurchasing the same SNE or OLTE for the same nominal sum initially paid to the Collocator.
- (H) The 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.
- (I) All central office Collocated Interconnections will be DS1 or DS3 at the electrical side of the transmission equipment as listed in 19.3.5(G) preceding. Additional types of Collocated Interconnection will be tarified upon receipt of a Bona Fide Request, where the needed technology is available.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)

- (J) DS3 to DS1 multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (K) Reserved
- (L) DS1-DS0 multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (M) Reserved
- (N) Reserved
- (O) If the Collocator wishes to view the Virtual Collocation arrangement in the Telephone Company central offices, the Collocator's personnel will be allowed access only when a Telephone Company-authorized representative is available. The Telephone Company shall provide an authorized representative to accompany the Collocator's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company-authorized representative's time will be as set forth for Collocation Labor rates as specified in Section 19.7 following.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(P) Security Arrangements

- (1) The Physical Collocator must abide by all Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company central offices.
- (2) The Physical Collocator will maintain with the Telephone Company a list of all Physical Collocator employees who are currently 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(Q) Removals, Relocations and Rearrangements

Upon termination of all or any 100-square-foot portion of the Physical Collocator's Collocated Interconnection arrangements pursuant to Section 2 of this tariff, the Physical Collocator must remove its 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 restore 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. When the Physical Collocator wishes to consolidate its facilities which were located in 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 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.5 Installation, Engineering and Maintenance (Cont'd)(S) Shared Building Facilities

Where the Physical Collocator shares a common entrance to the central office with the Telephone Company, the reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted. However, access to such facilities may be restricted by security requirements, and a Telephone Company employee may be required to accompany the Physical Collocator's personnel.

In certain central offices, the Collocator's personnel will be allowed access only when an authorized Telephone Company technician is available. The Telephone Company shall provide a technician to accompany the Collocator's personnel for access to these central offices on reasonable notice, 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 preceding.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.6 Rules of Conduct

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 Liability and Damages

- (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 to the Collocator-designated facilities or equipment occupying the Telephone Company's central office. The Telephone Company shall not be liable to the Collocator or customers of 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 damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' 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, agents, former or striking employees, or contractors in connection therewith. The provisions of this Section 19.3.7 shall survive the termination, cancellation, modification or recession of this tariff arrangement for at least 18 months from the date of termination.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.7 Liability and Damages (Cont'd)

- (C) The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all damages, cost 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, or its agents or contractors, including but not limited to damages, costs and expense of relocating Cable Support Structure arrangement 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, at or affecting 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 termination, cancellation, 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.7 Liability and Damages (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 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 work 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 Space 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.7 Liability and Damages (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 building 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 no 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 Fee owing, shall be paid up to such date. Any payments of Occupancy Fee 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 expedition 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 Fee 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 to service, resulting from any damage. The Telephone Company will provide written notification to the Collocator as soon as practicable detailing its plans 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.8 Confidential Information

The Telephone Company will hold in confidence information provided to it by the Collocator and information known to the Telephone Company as a result of the interconnection of equipment contained in the central office to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the Collocator is to hold in confidence information provided to it by the Telephone Company and information known to the Collocator as a result of its presence in Telephone Company locations if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- (1) was already known to the party free of any obligation to keep it confidential;
- (2) was or becomes publicly available by other than unauthorized disclosure; or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.3 Regulations (Cont'd)19.3.9 Business Integrated Timing Supply

- (A) Business Integrated Timing Supply (BITS) provides a synchronized 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 source synchronization signal and reformats the 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 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 are the responsibility of the Collocator. The maximum cable 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 ANSI T1.101.
- (3) The Collocator must specify BITS timing in its initial or augment 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 nonrecurring 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 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 the rate 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.4 Physically-Collocated Interconnection (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 cross connect 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 Telephone Company's central office environmental standards. The Collocator may order from the Telephone Company business message rate 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 expressed 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 fiber optic 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 fiber optic 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 fiber optic 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.4 Physically-Collocated Interconnection (Cont'd)

- (I) All equipment to be installed in the Telephone Company central offices must comply with the Telcordia Network Equipment - Building System (NEBS) Requirements (GR-63-CORE), the Telephone Company central office environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently becomes effective. In addition, all equipment to be installed must comply with the provisions as set forth in Section 19.3.5(A) preceding.
- (J) Effective February 17, 2004, 48-Volt battery-backed DC power will no longer be provided in this tariff.
- (K) The Telephone Company will be responsible for the installation, maintenance and all related activities between Telephone Company equipment and Collocator equipment. The Telephone Company is also responsible for installing a Network Cable Rack between the Collocated Interconnection Space and the Telephone Company's Network. The Network Cable Rack will be provided on a per service basis.
- (L) All central office building Collocated Interconnections will be DS1 and DS3 electrical only.
- (M) DS3 to DS1 multiplexing is only available in the Telephone Company Hubs as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (N) Reserved
- (O) The Telephone Company will permit the Collocator's employees, agents and contractors, as approved by the Telephone Company as specified in Section 19.3.5(E) preceding, to have access to the Collocator's Interconnection Space at all times, except as specified in Section 19.3.5(P) preceding, provided that the Collocator's employees, agents, and contractors comply with all policies and practices of the Telephone Company including those associated with Collocation escort, fire, safety, environmental and security standards.
- (P) The Collocator will be responsible for all installation, maintenance, repair and service functions for Collocator equipment located in its Collocated Interconnection Space.
- (Q) The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.4 Physically-Collocated Interconnection (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 or 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 credit 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.4 Physically-Collocated Interconnection (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 date specified below in the state in which the physical collocation arrangement was established.

<u>State</u>	<u>Credit Availability Date</u>
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West Virginia	May 6, 2002
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- (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 timeframe 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 credit or 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 amounts shown for the annual credit include interest at 5.45%.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.4 Physically-Collocated Interconnection (Cont'd)

(R) (Cont'd)

(5) (Cont'd)

For Collocators who choose to convert their existing 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 amounts 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 Collocated Interconnection arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of nonrecurring 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 adjustment 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 cable racking and 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.5 Virtually-Collocated Interconnection

- (A) The Virtual Collocator is responsible for installing and maintaining its fiber optic 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 fiber optic 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 fiber optic 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 fiber to 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.5 Virtually-Collocated Interconnection (Cont'd)

- (C) Virtual DS3 and DS1 Collocated Interconnection services will interconnect with SONET Network Elements (SNE) or Optical Line Terminating Equipment (OLTE) located in the Telephone Company's central office building. In order to ensure the compatibility of the transmission capabilities, associated protection and the SNE or OLTE located in both the Collocator's premises and the Telephone Company's central office, for those Collocation arrangements established prior to March 14, 2000, the SNE or OLTE as well as the fiber located in the Telephone Company's central office will be provided by the Virtual Collocator to the Telephone Company for a nominal sum. On March 14, 2000, Telephone Company ownership of the Collocator-provided equipment will be converted to an operating lease. For those Collocation arrangements in effect or established between March 14, 2000 and January 31, 2004, the SNE or OLTE, as well as the Virtual Collocator's fiber located in the Telephone Company's central office, will be leased by the Virtual Collocator to the Telephone Company for the sum of one dollar (\$1). The term of the operating lease will run for the duration of the Virtual Collocation arrangement, at which time the Virtual Collocator will remove the equipment. The Telephone Company will maintain all Collocator-provided fiber equipment.

For those Virtual Collocation arrangements established on or after February 1, 2004, the Virtual Collocator will have one of the following options:

- (1) The SNE or OLTE, as well as the Virtual Collocator's fiber located in the Telephone Company's central office, shall be leased by the Virtual Collocator to the Telephone Company for the sum of one dollar (\$1.00). The term of the operating lease will run for the duration of the Virtual Collocation arrangement, at which time the Virtual Collocator will remove the equipment. The Telephone Company will maintain all Collocator-provided fiber equipment.
- (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.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.5 Virtually-Collocated Interconnection (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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.6 Rate Regulations(A) Common Nonrecurring Charge Proration

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 would 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, the nonrecurring common costs will be prorated, and the prorated share will be credited to the previous Collocator(s) as additional Collocators utilize Collocated Interconnection services 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.6 Rate Regulations (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-SMDS services. Application of nonrecurring charges are specified in paragraphs (D) through (G) following. For Connection services provided after February 17, 2004 and for Connection services to converted arrangements pursuant to section 19.4(R), or 19.10.1(G), or 10.10.4(H) following, the applicable cross-connect elements and cable support fees will be provided pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 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 who subscribe 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 Fee 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 nonrecurring 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 Nonrecurring 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 nonrecurring 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 nonrecurring rates and charges specified in Sections 19.7 and 19.9, a nonrecurring 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.6 Rate Regulations (Cont'd)

- (H) Cross-Connect service rates and charges for both Physical and Virtual Collocation arrangements consist of monthly charges and nonrecurring charges.
- (1) Currently, fiber optic cross connects are available for access to Dedicated SONET Broadband Transport (DSBT) and for connections between two collocation arrangements. A nonrecurring Service Connection Charge also applies for both Physical and Virtual Collocation arrangements per connection, per transmission rate for connections between two Collocation arrangements as described in Section 19.3(N) preceding. These rates and charges are set forth in Section 19.7 following.
- (2) Cross-Connect Service monthly and nonrecurring rates for both Virtual and Physical Collocation are set forth in Sections 19.7.1(B) and 19.7.2(B) following. These rates apply for the connection of the Telephone Company cable and frame terminations and are assessed upon the installation of the terminations and associated cabling.
- Cross-Connect Service monthly rates are effective with the installation of, or augment to, the associated Physical or Virtual Collocation arrangement.
- (a) For Virtual Collocation, the Telephone Company will convert the Collocator's existing Cross-Connects which are in service as of July 6, 2001 to the Cross-Connect Service rates and charges shown in 19.7.1(B) following. Billing for the converted Cross-Connect Service will commence on July 6, 2001.
- (b) For Physical Collocation, the Telephone Company will convert the Collocator's existing Cross-Connects and any non-working Cross-Connects which are in service as of July 6, 2001 to the Cross-Connect Service shown in 19.7.2(B) following. Billing for the converted Cross-Connects (working and non-working) will not begin until August 5, 2001, allowing for a 60-day period during which time the Collocator can evaluate their network requirements and disconnect those pre-positioned cross-connect terminations that need not be converted. Monthly and nonrecurring rates will apply as shown in 19.7.2(B) following to the remaining cross-connect terminations which have not yet been utilized in the provision of access services under this tariff.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.6 Rate Regulations (Cont'd)

- (I) A SPOT Bay, 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 nonrecurring 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.7 Rates and Charges

		<u>Monthly</u>	<u>Nonrecurring Charge</u>
19.7.1	<u>Virtual Collocation</u>		
(A)	Service Connection Charge		
	Per OC3		\$119.81
	Per OC12		\$119.81
	Per OC48		\$119.81
(B)	Cross-Connect Service		
	Per 28 DS1s	\$154.98	\$1,355.66
	Per DS3	\$41.54	\$341.31
	Per 12 Fibers		
	OC3, OC12, OC48	\$6.65	\$2,464.00
(C)	Land and Building		
	Per Arrangement	\$20.43	
(D)	Relay Rack		
	Per Quarter Rack	\$2.13	

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.7 Rates and Charges (Cont'd)

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>
19.7.2 <u>Physical Collocation</u>			
(A) Service Connection Charge			
Per OC3			\$119.81
Per OC12			\$119.81
Per OC48			\$119.81
(B) Cross-Connect Service			
Per 28 DS1s		\$154.98	\$1,335.66
Per DS3		\$41.54	\$341.31
Per 12 Fibers			
OC3, OC12, OC48		6.65	2,464.00
(C) SPOT Bay Frame and Terminations			
Per 28 DS1s		\$3.09	\$629.24
Per DS3		\$0.59	\$120.23
Per 12 Fibers			
OC3, OC12, OC48		\$2.06	\$253.28
(D) <u>Rates per Square Foot*</u>		<u>Monthly</u>	
Band 1		\$1.35	
Band 2		\$1.62	
Band 3		\$1.96	
Band 4		\$2.33	
Band 5		\$2.71	
Band 6		\$3.13	
Band 7		\$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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.7 Rates and Charges (Cont'd)19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

<u>State</u>	<u>C.O.</u>	<u>CLLI</u>	<u>Physical Virtual or SCOPE*</u>	
WV	Barboursville	BAVLWVPE	#	Band 2
WV	Beckley	BCKLWVWD	#	Band 1
WV	Bridgeport	BRPTWVPH	#	N/A
WV	Buckhannon	BCKHWVFL	#	Band 2
WV	Charleston	CHTNWVLE	#	Band 5
WV	Clarksburg	CLBGWVMA	#	Band 2
WV	Dunbar	DUNBWVDN	#	Band 1
WV	Elkins	EKNSWVDV	#	Band 1
WV	Fairmont	FAMTWVMN	#	Band 2
WV	Hedgesville	HDVLWVHV	#	N/A
WV	Hinton	HNTNWVMM	#	Band 2
WV	Huntington	HNTNWVDT	#	Band 1
WV	Huntington-West	HNWTVVWE	#	Band 2
WV	Hurricane	HRCNWVDD	#	Band 2
WV	Kanawha City	KNCYWVVB	#	Band 1
WV	Lewisburg	LWBGWVMW	#	Band 2
WV	Logan	LOGNWVHC	#	Band 2
WV	Madison	MDSNWVCR	#	Band 1
WV	Martinsburg	MRBGWVBU	#	Band 2
WV	Milton	MLTNWVMN	#	Band 1
WV	Morgantown	MGTWVVFY	#	Band 4
WV	New Martinsville	NWMRWVWZ	#	Band 2
WV	Nitro	NITRWVTW	#	Band 2
WV	Oak Hill	OKHLWVCH	#	Band 2
WV	Parkersburg	PRBGWVKT	#	Band 1
WV	Point Pleasant	PTPLWVMU	#	Band 1
WV	Ravenswood	RVWDWVSY	#	Band 1
WV	St. Albans	STALWVSA	#	Band 1
WV	Scott Depot	SCDPWVSD	#	Band 2
WV	South Charleston	SCTNWVSO	#	Band 1
WV	Spencer	SPNCWVSR	#	Band 2
WV	Summersville	SMVIWVWT	#	N/A
WV	Suncrest	SNCRWVCL	#	Band 1
WV	Tyler Heights	TYHGWVBT	#	Band 1
WV	Vienna	VINNWVNN	#	Band 2
WV	Wheeling	WLNGWVCP	#	Band 2
WV	Whitesville	WHVLWVFO	#	Band 1

See Section 19.1 above for additional information.

* The actual office designations are available on the Telephone Company's Collocation Space Summary, which can be found at the Telephone Company's Internet website on <http://carrier.frontiercorp.com/crtf/carrier/>.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

		<u>Monthly</u>	<u>Nonrecurring Charge</u>
19.7	<u>Rates and Charges (Cont'd)</u>		
19.7.4	<u>Physical</u>		
(A)	Design and Planning Fees		
	Single Entrance		\$ 3,530.00
	Dual Entrance		4,256.00
	Site Augmentation		1,506.00
(B)	Cable Installation		
	Per cable		647.80
(C)	Cable Support Structure		
	Per cable	\$132.77	
(D)	Reserved for Future Use		
(E)	AC Outlet (See Note 1)		408.00
(F)	Overhead Lighting Construction (See Note 1)		
	- per Initial Fixture		904.00
	- each additional fixture		112.00
(G)	Cage Construction (See Note 2)		
	- Standard 100 Square Foot		5,300.00
	- Standard 200 Square Foot		7,300.00
	- Standard 300 Square Foot		9,750.00
	- Standard 400 Square Foot		11,980.00
	- Non-Standard 100 Square Foot		7,200.00
	- Non-Standard 200 Square Foot		10,800.00
	- Non-Standard 300 Square Foot		14,700.00
	- Non-Standard 400 Square Foot		18,500.00
(H)	Room Construction (See Note 3)		
	- per central office		
(I)	Space and Facility Charge		
	- per first 100 sq. ft.		47,686.20
	- Per add'l sq. ft.		238.43
(J)	Business Integrated Timing Supply		
	- Per timing output port requested	6.30	39.93

Note 1: Not available to new Collocators after May 18, 1999.

Note 2: Not available to new Collocators after October 28, 1998.

Note 3: Not available to new Collocators after May 18, 1999. Charge is based on an estimated construction charge applied on a time and material basis per central office location.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.7 Rates and Charges (Cont'd)19.7.4 Physical (Cont'd)

(K) Physical Collocation Adjustments for Conversion under Section 19.4(R)

(1) <u>Size of Multiplexing Node</u>	<u>One-time Credit</u>
- Less than or equal to 100 square feet	\$14,951.00
- 101 to 200 square feet	7,441.00
- 201 to 300 square feet	0.00
- 301 square feet or greater	0.00
(2) <u>Size of Multiplexing Node</u>	<u>Annual Credit*</u>
- Less than or equal to 100 square feet	\$ 2,106.00
- 101 to 200 square feet	1,048.00
- 201 to 300 square feet	0.00
- 301 square feet or greater	0.00

* The annual credit is payable in nine (9) installments in accordance with Section 19.4(R)(5)(c) for physical collocation arrangements. The annual credit amounts include interest at 5.45%.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

		<u>Monthly</u>	<u>Nonrecurring Charge</u>
19.7	<u>Rates and Charges (Cont'd)</u>		
19.7.5	<u>Virtual</u>		
(A)	Design and Planning Fees		
	Single Entrance		\$ 2,235.00
	Dual Entrance		2,967.00
	Site Augmentation		963.00
(B)	Cable Installation		
	per cable		1,057.00
(C)	Equipment Installation & Engineering		
	per unit of transmission/ multiplexing equipment		
	D4 Channel Bank		3,692.00
	(or equivalent)		
	OC-3 (or equivalent)		5,198.00
	OC-12 (or equivalent)		5,753.00
	OC-48 (or equivalent)		10,334.00
(D)	Site Augments		
	Upgrade (Installation and Engineering per unit)		
	D4 Channel Bank		3,692.00
	(or equivalent)		
	OC-3 (or equivalent)		4,813.00
	OC-12 (or equivalent)		5,339.00
	OC-48 (or equivalent)		10,334.00
	Mux Recabling - per unit		2,545.00
	Software Upgrade per shelf		93.00
(E)	Cable Support Structure		
	per cable	\$140.48	
(F)	Business Integrated Timing Supply		
	- Per timing output port requested	6.30	39.93

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.7 Rates and Charges (Cont'd)19.7.6 Training (Virtual Collocation Only)

When the Collocator-provided equipment (hardware and/or software) is identical to that already in use in the Telephone Company central office building, no additional training is required.

When the Collocator-provided equipment (hardware and/or software) is different from that already in use in the Telephone Company central office building, training will be required. The Collocator will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials for a maximum of three Telephone Company central office technicians. The technicians' training time will be based on Labor rates as set forth in Section 19.7.7 following. When travel is required, travel expenses associated with training will be charged to the Collocator based directly on ticket stubs and/or receipts. Lodging and meals associated with training will be charged as follows:

	<u>Nonrecurring Charge</u>
(1) Training Fee	
- Lodging & Meals per technician, per day	\$107.37

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.7 Rates and Charges (Cont'd)19.7.7 Security, Escort, and Additional Labor Charges

When the Collocator requests access to the Telephone Company Virtual Collocated central offices, or central offices where access arrangements defined in 19.3.5(P) preceding do not exist, a Telephone Company-designated escort will be required at all times. This includes all collocator work performed on Telephone Company property.

	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(1) Labor rates - per visit		
Basic Time, normally scheduled working hours, - per technician \$ 30.00		\$90.00
Overtime, outside of normally scheduled working hours on a scheduled work day, - per technician	\$100.00	\$40.00
Premium Time, outside of scheduled work day, - per technician	\$120.00	\$ 50.00

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.9 Reserved for Future Use19.9 Negotiated Terms and Conditions

Negotiated Terms and Conditions reflect all construction charges and other negotiated terms and conditions, rates and charges based on the Collocator requests within each individual central office building. All such arrangements will be available to other Collocators within these same central office buildings. All negotiated arrangements will be based on rates specified in Section 19.7 preceding.

19.9.1 Collocated Interconnection Construction Charges19.9.2 Physical Collocation Construction Charges

<u>Collocator</u>	<u>Wire Center</u>	<u>CLLI Code</u>	<u>Construction Charges</u>
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See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives19.10.1 Secured Collocation Open Physical Environment (SCOPE)(A) Service Description

Secured Collocation Open Physical Environment (SCOPE) is a form of Physically-Collocated Interconnection in which Physical Collocators have the option of placing their equipment in the Telephone Company central office without securing it in a metal enclosure. This arrangement will be located in the same secure, environmentally-conditioned area currently utilized for the standard Physically-Collocated Interconnection arrangements as described in Section 19.4 preceding.

A SCOPE arrangement enables Physical Collocators that do not want a standard physical collocation arrangement to install one or more bays of equipment in a secure area. Each individual collocator is responsible for providing and installing its own equipment and performing all maintenance-related activities up to the collocator's side of a shared POT (SPOT) Bay. The collocator's responsibilities include performing the cross-connect or strapping at the SPOT Bay in the same manner as is performed for standard Physically-Collocated Interconnection arrangements.

All terms and conditions for Physical Collocation as described in this section will apply, except as set forth following.

(B) SCOPE Arrangement

The SCOPE arrangement involves the placement of non-Telephone Company owned or operated equipment in a secure segregated area of the Telephone Company central office. The demarcation point is the SPOT Bay. Each collocator will provide and install its own equipment and equipment bay(s) in the designated area. The collocator is responsible for the identification of all equipment and bay space in its SCOPE arrangement.

The collocator shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(B) SCOPE Arrangement (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 reasonable efforts to assign reserved bays so that they are located 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 collocated arrangement.

(D) Shared Point of Termination (SPOT) Bay

The SPOT Bay is the connection point between the collocated 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(E) Equipment Bay, Timing, Lighting and AC Outlet Installation

SCOPE is subject to the availability of space and facilities in each central office where interconnection is requested. Such space is allocated to collocator on a first come, first served basis. Each individual collocator is responsible for providing and installing its own equipment and equipment bay(s) in the secured area.

The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide AC power, battery and generator backup power, heat, air-conditioning and other environmental support in connection with the collocator's transmission equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office.

Effective February 17, 2004, -48V battery-backed DC power will no longer be provided in this tariff.

AC power (AC outlets) and common aisle lighting will be provided for the entire SCOPE area and shared by all Collocators. Collocators may request additional AC outlets and overhead lighting at rates set forth in Section 19.7.4 preceding or by contracting directly with a Telephone Company approved vendor for any additional AC outlets and lighting. The groundbar for transmission equipment will be a common groundbar shared by all Collocators in a SCOPE arrangement.

Vendors must comply with the requirements specified in Section 19.3 preceding. The collocator is responsible for all costs within the dedicated space when contracting directly with a Telephone Company-approved contractor.

At the option of the customer, the Telephone Company will provide a synchronized timing source for the customer's electronic communication equipment from a central source within the Telephone Company's network. Business Integrated Timing Supply (BITS) for a SCOPE arrangement is provided under the terms and conditions specified in Section 19.3.9 preceding.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(F) Rate Regulations

Cross-Connect Charges are monthly and nonrecurring charges which apply as described in Sections 19.6 and 19.7.2 preceding.

The Design and Planning Fees are nonrecurring charges which apply as described in Sections 19.3.1 and 19.7.4 preceding.

The Cable Installation Charge is a nonrecurring charge which applies as described in Sections 19.3.5 and 19.7.4 preceding.

The Cable Support Structure Charge is a monthly charge which applies as described in Sections 19.3.5 and 19.7.4 preceding.

The Power Charge is a monthly charge which applies as described in Sections 19.4 and 19.7.4 preceding.

For completed applications received prior to May 18, 1999, the AC Outlet Charge is a nonrecurring charge which applies as described in Sections 19.4 and 19.7.4 preceding.

For completed applications received prior to May 18, 1999, the Room Construction Charge is a nonrecurring charge which applies as described in Sections 19.3.1 and 19.7.4 preceding.

For completed applications received after May 18, 1999, the Construction charge is a nonrecurring charge that applies when equipment bays are placed in collocation space and includes AC outlets to be shared by customers, standard aisle lighting, cable racking, high level framing and any common grounding specific to the existing room. The required space per bay is 15 square feet. The charge is assessed per equipment bay installed.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(F) Rate Regulations (Cont'd)

For completed applications received prior to May 18, 1999, the Shared Lighting and Outlet Charge is applied when equipment bays are placed in SCOPE space and includes AC outlets to be shared by Collocators and standard aisle lighting. This nonrecurring charge applies per equipment bay installed as set forth in Section 19.10.1(H) following.

The Building Space Charge is associated with the footprint of the equipment bay. This monthly charge applies per equipment bay as set forth in Section 19.10.1(H) following.

The SPOT Bay Frame and Terminations Charges are monthly and nonrecurring charges and apply as described in Section 19.6(I) preceding.

Business Integrated Timing Supply Charges are monthly and nonrecurring charges that are applied per timing output port requested by the Collocator. These charges are described in Section 19.3.9 preceding.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(G) Conversion of a SCOPE Arrangement

The Collocator may convert a SCOPE arrangement under this tariff to a SCOPE 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 SCOPE 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.
- (2) No later than March 18, 2004, the Collocator must notify the Telephone Company of its intent to convert its SCOPE 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 SCOPE arrangement, the number of bays associated with the SCOPE arrangement, the date of order for the SCOPE arrangement, and the tariff or 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 credit or as an annual credit of nine (9) installments.
- (3) The Telephone Company will convert rates and charges for the SCOPE arrangement as set forth in Section 19.10.1(H) 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.
- (4) Eligible Collocators will receive an adjustment to offset the difference between construction of the bay(s) assessed and paid under this tariff and the corresponding rates and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the SCOPE arrangement is converted. The Collocator has the option to have the adjustment applied as a one-time credit or an annual credit payable over the first nine (9) years following conversion. The one-time credit amounts as annual credit amounts are set forth in 19.10.1(H)(13) following.

To be eligible for the credit, the SCOPE arrangement must have been ordered under this tariff after the date specified below in the state in which the physical collocation arrangement was established.

<u>State</u>	<u>Credit Availability Date</u>
West Virginia	May 6, 2002

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(G) Conversion of a SCOPE Arrangement (Cont'd)

- (5) The following activities related to the conversion of a SCOPE 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.
- (a) Convert the Collocator's service records and associated monthly billing to a SCOPE arrangement 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 credit or first installment of the nine (9) year annual credit as requested by the Collocator pursuant to (G)(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 19.10.1(H)(13) following. The amounts shown for the annual credit include interest at 5.45%.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(G) Conversion of a SCOPE Arrangement (Cont'd)

(5) (Cont'd)

For Collocators who choose to convert their existing 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 amounts 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 nonrecurring 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 adjustment 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-connects and existing cable racking and 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(H) Rates and Charges

	<u>Monthly</u>	<u>Nonrecurring Charge</u>
(1) Shared Lighting and Outlet - Per equipment bay (See Note 1)		\$ 125.71
(2) Building Space, per equipment bay		
- Band 1	\$20.25	
- Band 2	24.30	
- Band 3	29.40	
- Band 4	34.95	
- Band 5	40.65	
- Band 6	46.95	
- Band 7	56.40	
(3) Construction, per equipment bay		\$7,342.89
(4) Cross-Connect Charges	See Sections 19.6 and 19.7.2 preceding	
(5) Design and Planning Fees	See Sections 19.3.1 and 19.7.4 preceding	
(6) Cable Installation Charge	See Sections 19.3.5 and 19.7.4 preceding	
(7) Cable Support Structure Charge	See Sections 19.3.5 and 19.7.4 preceding	
(8) Reserved for Future Use		

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.1 Secured Collocation Open Physical Environment (SCOPE)
(Cont'd)(H) Rates and Charges (Cont'd)

(9)	AC Outlet Charge (See Note 1)	See Sections 19.4 and 19.7.4 preceding
(10)	Room Construction Charge (See Note 1)	See Sections 19.3.1 and 19.7.4 preceding
(11)	SPOT Bay Frame and Terminations	See Sections 19.4 and 19.7.4 preceding
(12)	Business Integrated Timing Supply Charge	See Sections 19.3.9 and 19.7.4 preceding
(13)	SCOPE Adjustments for Conversion Under Section 19.10.1(G)	
	Per SCOPE arrangement	<u>One-time Credit</u>
		\$3,052.00
	Per SCOPE arrangement	<u>Annual Credit*</u>
		\$430.00

* The annual credit is payable in nine (9) installments in accordance with Section 19.10.1(G)(4) preceding. The annual credit amount includes interest at 5.45%.

Note 1: Not available to new Collocators after May 18, 1999.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.2 Shared Physical Collocation Arrangements

- (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 provisions 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 actions 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 what 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.2 Shared Physical Collocation Arrangements (Cont'd)

- (D) Orders for connection to Telephone Company services must be placed by the COR. The host and guest(s) may agree that such orders may be placed by the guest(s), but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization explicitly authorizing the guest(s) to place such orders.
- (E) All terms and conditions for Physically-Collocated Interconnection as described in this Section will apply. In addition, the following terms and conditions will apply to Shared Physical Collocation Arrangements.
 - The host and guest(s) must each be collocating for the purpose of interconnecting to Telephone Company services.
 - The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a Shared Physical Collated Arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s) to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.
 - The Telephone Company will issue only one identifying CLLI code and provide it to the host.
 - All occupancy and specific Physical Collocation Arrangement communications will be between the host and the Telephone Company as specified in this tariff.
 - The host will remain responsible for all costs associated with the Shared Physical Collocation Arrangement. The Telephone Company will not split bill any of the rate elements associated with the Physical Collocation Arrangement between the host and its guest(s) (e.g., Cable Support Structure, Power, AC Outlet, Overhead Lighting Construction, and Room Construction Charges).

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal(A) General

The Competitive Alternate Transport Terminal (CATT) provides a shared, alternate splice point within a Telephone Company central office at which a third party competitive fiber provider (CFP) can terminate its facilities for distribution to Collocation arrangements within that central office.

(B) CATT Arrangement

The CATT arrangement allows for the splicing of a CFP's facilities at or near the cable vault within a Telephone Company central office for the sole purpose of distributing such facilities to Collocation arrangements within that central office.

A maximum of 432 and a minimum of 72 fibers of the CFP's facilities may be spliced at the CATT. At the option of the CFP, up to an additional 432 diversely routed fibers may be spliced at the CATT, provided that separate entry is available. In those central offices with only one entry point, a CFP may request Special Construction of any additional entry points as described in 19.3.5(B)(1) preceding.

Splicing of the CFP's fiber optic cable will be accomplished using standard splicing measures or fusion splicing. Fusion splicing may require the use of an alternate splice area as determined by the Telephone Company. The Telephone Company and the CFP will agree on an acceptable decibel loss for the splice. A minimum of 24 fibers must be terminated at the CATT upon cable installation for use in the central office.

The CFP is responsible for all splicing done at the CATT.

For all installations to/from a CATT, the CFP shall complete a Method of Procedures (MOP) detailing the installation work to be performed by the CFP. The MOP shall be agreed upon and signed by a Telephone Company representative and a CFP representative prior to the beginning of any work effort within the CATT space. The CFP shall prominently display the signed MOP at the equipment bay while performing any work functions.

All CFP facilities and splices must comply with the Technical Specifications specified in Section 19.3.5 preceding.

All applicable universal regulations which apply to Collocators as set forth in this Section also apply to the CFP and its facilities to the CATT.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)(C) Provision of CFP Facilities to the CATT

The CFP will be responsible for supplying, installing (for which the CFP must have a Telephone Company approved vendor handle the installation), and maintaining the cabling between the cable vault of the central office involved and the CATT area. The CFP is further responsible for the physical splicing of its fiber optic cable to the CATT. An authorized representative of the Telephone Company will accompany the CFP or Telephone Company approved vendor, as applicable, during cable installation or at any time that either party is in the CATT area. Escort Service charges, as set forth in Section 19.10.3(F)(5) following, will apply.

The CFP must provide a Telephone Company approved splice tray and cable enclosure prior to any splicing to the CATT. The Telephone Company will provide equipment support for the CFP splice tray and enclosures as set forth in Section 19.10.3(F)(4) following. Enclosures must equal the capacity of the installed fiber at 72 fibers per shelf. CFPs may reserve space for additional shelves for future use until such time as the Telephone Company requests the reserved space to meet another CFP's request.

The CFP will not store any equipment in the CATT area other than the splice tray and cable enclosure.

Installation of CFP facilities is subject to all applicable regulations for Collocator provided facilities as set forth in Section 19.3.5 preceding.

Cable Space per cable rates, as set forth in Section 19.10.3(F)(3) following, apply to the CFP per cable installed for the support structure between manhole zero and the CATT area.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) and attenuation, when required, is the responsibility of the CFP.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)(D) Provision of Facilities between the CATT and Physical or Virtual Collocation Arrangements

Either Physical or Virtual Collocators may request fiber connections in a minimum of 12 strand increments from a CFP in a CATT arrangement, subject to the terms and conditions as specified in Section 19.3.5(B)(4) preceding. Collocators will be subject to the Cable Installation and Cable Support Structure rates set forth in Sections 19.7.4(B) and (C) for Physical arrangements and in Sections 19.7.5(B) and (E) for Virtual arrangements.

Installation of CFP facilities from the CATT is subject to all applicable regulations for Collocator provided facilities as set forth in Section 19.3.5 preceding.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) and attenuation, when required, is the responsibility of the CFP.

(E) Rate Regulations(1) CATT Application

A CATT Application charge, as set forth in Section 19.10.3(F)(1) following, is to be submitted by the CFP in order to process their completed application. This charge applies for application processing and administrative activities performed by the Telephone Company in the processing of the request. The CATT Application charge applies for each request in which CFP facilities will be spliced at the CATT. If the CFP cancels its request prior to installation, any unused portion of the CATT Application charge will be refunded.

(2) Engineering and Implementation

An Engineering and Implementation charge, as set forth in Section 19.10.3(F)(2) following, applies as a one-time charge for planning, Telephone Company engineering and project management of the request to terminate facilities to the CATT.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)(E) Rate Regulations (Cont'd)(3) Cable Space

The Cable Space rate applies for cable space and support within the serving central office entrance manhole and the CATT arrangement. The Cable Space rate applies as a fixed monthly rate per cable, as set forth in Section 19.10.3(F)(3) following.

(4) Equipment Support

The Equipment Support rate applies monthly to the CFP for Telephone Company support services including the cost of providing the equipment bay for the splice enclosure and associated floor space. The Equipment Support rate applies per 72 fibers, per shelf, and will be assessed based on the size of the cable installed, regardless of whether or not the cable has actually been spliced or terminated. Equipment Support rates are set forth in Section 19.10.3(F)(4) following.

(5) Escort Service

Escort Service is required in a Telephone Company central office for all activity performed by the CFP from the manhole to the CATT. The CFP's personnel will be allowed access only when a qualified Telephone Company escort is available. The Telephone Company shall provide an escort on reasonable notice subject to the charges set forth in Section 19.7.7 preceding.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)(F) Rates and Charges

	<u>Monthly</u>	<u>Nonrecurring Charge</u>
(1) CATT Application		\$1,000.00
(2) Engineering and Implementation		1,351.11
(3) Cable Space - Per Cable		\$30.31
(4) Equipment Support, Per Splice Tray		
- Band 1	6.39	
- Band 2	6.88	
- Band 3	7.50	
- Band 4	8.18	
- Band 5	8.88	
- Band 6	9.65	
- Band 7	10.80	
(5) Escort Service Charges are set forth in Section 19.7.7 preceding		

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation(A) Service Description

Microwave Collocation provides Collocators with physical collocation of certain terrestrial point-to-point and point-to-multipoint microwave facilities and transmission equipment for connection to their own collocated transmission equipment. Microwave Collocation shall be used by the Collocator solely for the purpose of interconnection or access to the Telephone Company as specified herein.

(B) Regulations

- (1) Collocator-provided microwave facilities, transmission equipment, and antenna support structures may be located in, on, or above the exterior walls and roof of the Telephone Company's serving wire centers or inside a Collocation arrangement. To the extent that the cable length to the Collocation arrangement is greater than could be effectively provided without unacceptable signal loss or degradation, the Telephone Company will work cooperatively with the Collocator to obtain mutually agreed upon space for the provisioning of regenerators or other radio equipment within 100 feet of the Collocator's antenna. Microwave antenna support structures may be located in, on, or above the exterior walls and roof of Telephone Company serving wire centers.
- (2) Except as outlined following in this section, the provision of Microwave Collocation is governed by all terms and conditions applicable to Physically-Collocated Interconnection as described in Section 19.4 preceding.
- (3) The Collocator's facilities shall not physically, electronically, or inductively interfere with the Telephone Company or other Collocator's or tenant's facilities and must comply with the Technical Specifications specified in (C) following.
- (4) Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate Federal, State, and/or Local regulations governing the safe levels of R.F. radiation. The "American National Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 KHz to 100 GHz" (IEEE C95.1-2005) is the minimum standard to be met by Collocators in all cases.
- (5) Prior to installation of a Collocator's facilities or transmission equipment, the Collocator must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the particular microwave system and equipment, and when applicable, for any towers or support structures, as may be required by authorities having jurisdiction.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (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 cable 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 radio tower 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 inspection 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (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 structure 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(B) Regulations (Cont'd)

(12) (Cont'd)

- (c) The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Collocation on a first-come first-served basis, subject to the availability of space and technical feasibility, including industry standard interference issues.
- (d) The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for (i) any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by the user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00.
- (e) The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described in (d) above except that the owner of the structure may assess other user's a proportionate share of the inspection costs as specified in (10) preceding, and the Telephone Company may assess the Collocator's Microwave Collocation monthly recurring charges for use of its roof space as set forth in (J) following.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(B) Regulations (Cont'd)

(12) (Cont'd)

- (f) At the time a person (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that person to obtain, at their cost and expense, an engineering analysis by a registered structural engineer, the selection of which shall be agreed upon by all users of the structure, to determine the RCR of all antennas on the structure, including the proposed antenna(s). The person proposing to attach additional antenna(s) shall provide the Telephone Company and the owner of the structure (if not the same) the revised RCRs of all users and the owner of the structure prior to attaching the proposed antenna(s) to the structure.
- (g) It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.
- (h) When the Collocator is the owner of the structure, the proposed user shall pay the owner directly the charges set forth in (d) above. When the Telephone Company is the owner of the support structure, it shall file the one-time charges set forth in (d) above and subsequent inspection charges in its tariff on an individual case basis. In the event the Collocator-owner of the support structure fails to comply with these provisions, at the Telephone Company's option, ownership of the support structure shall transfer to the Telephone Company.

- (13) Where feasible, the Telephone Company will designate space on or above the exterior walls and roof of each serving wire center, which will constitute roof space.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(B) Regulations (Cont'd)

- (14) The Telephone Company will designate the space in, on, or above the exterior walls and roof of the serving wire center 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 wire center.
- (16) When the Collocator occupies more than one Collocation arrangement, roof space, transmitter/receiver space, or cable vault location within the same serving wire center, 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 rate 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 wire center(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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(C) Technical Specifications

- (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 (NIP 74171) 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 all 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 (NIP 74171), the National Electrical Safety Code (NFPA 70 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(C) Technical Specifications (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 Planning 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 (NIP 74171). 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(C) Technical Specifications (Cont'd)

- (8) The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).
- (9) The Collocator, at its own cost, shall comply with all present and future laws, ordinances, rules, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order, or duty upon the Telephone Company or Collocator with respect to the serving wire center, whether or not arising out of the Collocator's use or manner of use.
- (10) The Collocator will provide emergency access to its Collocation arrangement and transmitter/receiver space(s) at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable), and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. If conditions permit, notification of access will be provided, and the customer will have the option to be present at the time of access.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(D) Rate Regulations

- (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 foot print, which resultant is 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 roof top) 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(E) Power

- (1) The Telephone Company will supply the floor space, transmitter/receiver space, and 110V commercial AC power, heat, air-conditioning, and other environmental support, as well as work and services which support the overall operation of the serving wire center, in the same manner as it provides such support items to its own equipment within that serving wire center.
- (2) The Telephone Company will not generally provide power or environmental support to the roof space. If the Telephone Company agrees in response to a specific request by the Collocator to provide power or environmental support to the roof space, the Collocator will supply all associated materials, as specified by the Telephone Company, which the Telephone Company will have installed at Collocator's cost.
- (3) The Telephone Company will provide 110V commercial AC power for electrical outlets and lighting to the transmitter/receiver space. The Collocator will supply all associated materials, as specified by the Telephone Company, for the Telephone Company to bring 110V commercial AC power to the transmitter/receiver space. The Collocator will be charged the cost of installation incurred by the Telephone Company.

Effective February 17, 2004, -48V battery-backed DC power will no longer be provided under the terms and conditions of this tariff.

(F) Provision of Space

The Telephone Company will provide space within the cable riser and cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the Collocation arrangement and to access the Telephone Company point of termination. However, Waveguide cables may not be placed in the Telephone Company cable risers or racks. The Telephone Company reserves the right to prohibit the running of Waveguide cables, metallic conduit, and coaxial cable through or near sensitive equipment areas.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(G) Provision of Service

- (1) The Telephone Company will conduct a pre-construction survey for each Collocator request for a Collocation arrangement, cable space, roof space, or transmitter/receiver space for which occupancy is requested to determine the availability and viability of such spaces to accommodate the Collocator's needs and facilities. In determining the availability of space and safety considerations in the Telephone Company's serving wire center, the Telephone Company will consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.
- (a) The Telephone Company will use reasonable efforts to notify the Collocator within twenty-three (23) business days whether or not the request can be met. If space is available, the Telephone Company will negotiate a date with the Collocator as to when construction of the roof space and transmitter/receiver space may commence.
- (2) The Telephone Company shall designate all spaces to be occupied by Collocator's facilities.
- (3) The Telephone Company will charge the Collocator for the design and construction work associated with Microwave Collocation as set forth in (J) following.
- (4) The Telephone Company is responsible for providing the Collocation arrangement, roof space, cable space, and transmitter/receiver space in accordance with the rates and regulations specified in this tariff.
- (5) The Telephone Company will install and maintain the Collocator's Waveguide cables and/or coaxial cable to industry standards and to the Telephone Company's own standards for its own equipment, in consultation with the Collocator, from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the Collocator's Collocation arrangement. The route of the Waveguide cables and/or coaxial cable, as well as any protection required, will be discussed during the pre-construction survey.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(H) Request for Service

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

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 or 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 credit or as an annual credit of nine (9) installments.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(H) Request for Service (Cont'd)(3) Conversion to State Arrangements (Cont'd)

- (c) The Telephone Company will convert rates and charges for the microwave collocation arrangement 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 state rates, 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 credit or as an 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 state rates, terms, and conditions; and
 - (2) Convert the associated cross-connects to cross-connect services subject to state rates, terms, and conditions; and
 - (3) Apply either the one-time credit or 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(H) Request for Service (Cont'd)(3) Conversion to State Arrangements (Cont'd)

(e) (Cont'd)

For Collocators who choose to convert their existing 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 amounts 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 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 Interconnection under this tariff.

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

In all cases, the annual adjustment shall cease after 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 cable racking and 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.

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19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(I) Installation of Collocator Provided Facilities

- (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 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 enters the building.
- (4) The Collocator will provide, install, and maintain in its Collocation arrangement 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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(I) Installation of Collocator Provided Facilities (Cont'd)

- (7) The Collocator must meet all the Telephone Company fire, safety, and housekeeping requirements.
- (8) The Collocator will be responsible for accepting delivery, installation, and maintenance of its equipment.
- (9) The Collocator is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. The Telephone Company or a hired agent of the Telephone Company will do all building penetration. Costs for building penetration will be paid by the Collocator. Installation intervals shall be no longer than those for other Collocation installation under applicable interconnection agreements between the Telephone Company and the Collocator or applicable rules and regulations. When the Telephone Company performs building penetration, rates and charges will be filed on an individual case basis.
- (10) Any Collocator's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the Collocator.
- (11) The Collocator must obtain the Telephone Company's written approval of the Collocator proposed scheduling of work prior to beginning any delivery, installation, replacement, or removal work for equipment and/or facilities located within the Collocator's Collocation arrangement, roof space, or transmitter/receiver space, in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(I) Installation of Collocator Provided Facilities (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.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)19.10 Collocated Interconnection Service Alternatives (Cont'd)19.10.4 Microwave Collocation (Cont'd)(J) Rates and Charges

		<u>Section Reference</u>
(1)	<u>Physical Collocation</u>	
(a)	Design and Planning Fees	19.7.4(A)
(b)	Cable Installation	19.7.4(B)
(c)	Cable Support Structure	19.7.4(C)
(d)	Reserved for Future Use	
(e)	Space and Facility Charge	19.7.4(I)
(f)	Rates per Square Foot	19.7.2(D)
(2)	<u>Security, Escort, and Additional Labor Charges</u>	
(a)	Labor Rates	19.7.7(1)
(3)	<u>Microwave Collocation Adjustments for Conversion under Section 19.10.4(H)(3)</u>	
(a)	<u>Size of Multiplexing Node</u>	<u>One-time Credit</u>
	- Less than or equal to 100 square feet	\$14,951.00
	- 101 to 200 square feet	7,441.00
	- 201 to 300 square feet	0.00
	- 301 square feet or greater	0.00
(b)	<u>Size of Multiplexing Node</u>	<u>Annual Credit*</u>
	- Less than or equal to 100 square feet	\$ 2,106.00
	- 101 to 200 square feet	1,048.00
	- 201 to 300 square feet	0.00
	- 301 square feet or greater	0.00

* The annual credit is payable in nine (9) installments in accordance with Section 19.4(10)(G)(5)(c) for physical collocation arrangements. The annual credit amounts include interest at 5.45%.

See Section 19.1 above for additional information.