

BROADBAND TRANSPORT SERVICES

This tariff cancels  
THE BELL ATLANTIC TELEPHONE COMPANIES  
Tariff F.C.C. No. 9 in its entirety.

Regulations, Rates and charges applying to the  
provision of Broadband Transport Services for the  
transmission of audio, television and other forms of  
electronic information within the operating territory of

VERIZON WASHINGTON, D.C. INC.

in the District of Columbia  
as provided herein.

Broadband Transport Services are furnished by means of  
wire, fiber optics, radio or any suitable technology or combination thereof.

The same title and address of this tariff's Issuing Officer are located on  
the bottom of Page 1, the Check Sheet.

\* This tariff is being issued in its entirety under authority of Special  
Permission No. 01-001 of the Federal Communications Commission.

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Effective: January 24, 2001

Vice President  
2980 Fairview Park Drive, Falls Church, Virginia 22042

## BROADBAND TRANSPORT SERVICES

CHECK SHEET

The Title Page and Pages 1 to 3-3, inclusive, of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>
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1	Original
2	Original
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\* New or Revised Page

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## BROADBAND TRANSPORT SERVICES

CONCURRING CARRIERS  
No Concurring Carriers

CONNECTING CARRIERS  
No Connecting Carriers

OTHER PARTICIPATING CARRIERS  
No Other Participating Carriers

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

EXPLANATION OF ABBREVIATIONS

ac - alternating current  
CATV - Community Antenna Television  
Cont'd - Continued  
dc - direct current  
F.C.C. - Federal Communications Commission  
FM - Frequency Modulation  
MHz - megahertz  
NTSC - National Television Systems Committee

REFERENCE TO OTHER TARIFFS

Wherever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

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## BROADBAND TRANSPORT SERVICES

1. APPLICATION OF TARIFF

This tariff contains regulations, rates and charges for broadband transport services and associated maintenance services provided by the following Telephone Companies of the Verizon Telephone Companies as issuing carriers: Verizon Washington, D.C. Inc., Verizon Maryland Inc., Verizon Virginia Inc., and Verizon New Jersey Inc., (hereinafter referred to as the Telephone Company). The tariff does not apply to any other service offered by the Telephone Company.

The Telephone Company undertakes to provide the facilities and services offered in this tariff pursuant to the terms and conditions and at the rates and charges specified herein. The facilities provided hereunder shall be selected by the Telephone Company in accordance with the customer's design specifications and are not represented to be suitable for any other purpose.

Regulations, rates and charges as specified in this tariff apply only to the Telephone Company's offering of broadband transport services, and associated maintenance services to the customer. The regulations, rates and charges do not apply to any customer offering of services to its subscribers. The provision of facilities and services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of its services.

The Telephone Company shall not, by virtue of its provision of facilities and services hereunder, have any control over services offered by the customer to its subscribers.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS2.1 DefinitionsBerm Construction Route Mile

A linear mile of broadband transport facilities buried in public land between the curb and the adjacent property lines of public owners.

Block Route Mile

A linear mile of broadband transport facilities attached to the interior or exterior of building structures.

Broadband Transport Services

The Telephone Company provided transmission facilities used to interconnect the various input/output points located throughout the customer's franchise area. Such facilities include, but are not limited to, the following: apparatus, equipment, wires, lines, devices, and accessories.

Cable Television Service

The provision of television signals and other services by the customer to its subscribers by means of Telephone Company provided broadband transport facilities.

Customer

The franchisee duly authorized by appropriate local authorities to provide cable television service in the District of Columbia.

Direct Buried Route Mile

A linear trench mile of broadband transport facilities placed directly in earth.

Drop

A facility provided by the customer which connects broadband transport feeder cable facilities to terminal equipment on the premises of the customer's subscribers.

Duct

An underground pipe or casing within which telecommunications lines and underground cable(s) are contained.

Feeder Cable

A facility which links a trunk cable with a drop.

Fiber Optic Trunk

A fiber optic facility used to interconnect various input/output points in the customer's franchise area, and including associated equipment, materials, electronics and cable.

Franchise

The privilege granted to the customer to provide cable television service in the District of Columbia.

Franchise Area

An area in which the customer has been granted the right to provide cable television service.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.1 DefinitionsHead-end

A location where signals are received, generated, or created by the customer for transmission over broadband transport facilities.

Input Points

The locations at the customer's head-end at subscriber taps where signals are delivered to the Telephone Company for transmission over broadband transport facilities.

Output Points

The locations at the customer's head-end and at subscriber taps where transmission signals are delivered by the Telephone Company to the customer.

Performance Standards

A set of technical performance parameters mutually agreed to in writing by the Telephone Company and the customer.

Performance Tests

The tests agreed to by the Telephone Company and the customer necessary to determine compliance with the performance standards.

Prime Rate

That prime rate charged by banks from the Federal Reserve Bulletin.

Segment

A segment is those route miles which are energized by a single power supply.

Subscriber

A person or entity receiving cable television service from the customer.

Tap

A point at or near the premises of a subscriber of the customer where the broadband transport facilities are connected to a drop.

Trunk Cable

A facility starting at a head-end input point and terminating at a device used to derive branches of the broadband transport facilities known as feeder lines which are tapped for service to subscribers.

Underground Consolidate

The process of making a duct available by consolidating existing in service cables occupying multiple ducts into one or more ducts.

Underground Route Mile

A linear duct or trench mile of underground broadband cable.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.2 Undertaking of the Telephone Company2.2.1 General

The broadband transport facilities provided to the customer under this tariff may be connected to other facilities, used by the customer for the purpose of furnishing end-to-end cable television service as defined herein to its subscribers.

The Telephone Company shall be responsible for the installation, operation and maintenance of the broadband transport facilities it provides. The responsibility of the Telephone Company shall be limited to the provision of broadband transport facilities under this tariff and to the maintenance of such facilities in accordance with the performance standards.

The customer may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove, or tamper with broadband transport facilities, except with the Telephone Company's written consent.

Provision of broadband transport facilities shall be on a twenty-four hour, seven days per week basis. The Telephone Company is not permitted to suspend the operation of its facilities or maintenance services, except as provided in 2.1.7, 2.4.2 and 2.12 following.

2.2.2 Description of Facilities and Services

Broadband transport facilities interconnect the customer's input and output points. These facilities are designed to transport television, audio and other forms of electronic or electrical material throughout the customer's entire franchise area in the District of Columbia.

The broadband transport facilities shall be suitable for the simultaneous transmission of a maximum of 60 standard National Television Systems Committee (NTSC) television and FM radio signals for delivery to subscriber output points at frequencies between 54 MHz and 450 MHz and four (4) signals for return transmission from the output points to the head-end location at frequencies between 5 MHz and 30 MHz. These facilities are upgradeable to carry 550 MHz two-way transmission at rates to be determined by the Telephone Company and filed in this tariff.

The broadband transport facilities may utilize fiber optic trunks which are guaranteed to provide simultaneous one-way analog transmission of 60 standard National Television Systems Committee (NTSC) television and FM radio signals in the AM-VSB spectrum between the range of 54 MHz and 450 MHz.

In addition, these fiber optic trunks will function with performance specifications of at least 55 dB carrier-to-noise ratio and 62 dB composite triple beat at input to receivers.

The Telephone Company is not responsible for operation or maintenance of facilities provided by the customer or anyone, other than the Telephone Company, acting on the customer's behalf. The Telephone Company is not responsible for facilities provided by the customer's subscribers.

The Telephone Company is responsible for furnishing signals at the various output points in accordance with the performance standards.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.2 Undertaking of the Telephone Company (Cont'd)2.2.3 Assignment or Transfer

None of the provisions of this tariff shall apply or extend directly to any subscriber of the customer. The facilities to be offered under this tariff shall be provided only at the direction of the customer.

The customer may assign or transfer its rights under this tariff to a subsequent customer provided the assignee or transferee assumes all outstanding indebtedness for the broadband transport services.

In all cases of assignment or transfer of the rights under this tariff, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 30 days from the receipt of the customer's notification of intent to transfer or assign. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

2.2.4 Liability

The Telephone Company's failure to provide Broadband Transport Services in a timely manner or to maintain such facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the allowances as set forth in 2.5 and 2.6, following.

The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any claim or suit for damages arising out of delays in Telephone Company provided maintenance, delays in the restoration of services provided by the Telephone Company under this tariff, or out of mistakes, omissions, interruptions, errors or defects in transmission occurring in the course of providing operable broadband transport facilities, the liability of the Telephone Company shall in no event exceed an amount equal to that stated for allowances as set forth in Section 2.5 and 2.6, following.

There shall be no liability of the Telephone Company for damages arising solely out of the fault of facilities or equipment furnished by other than the Telephone Company or caused solely by the negligence of other than the Telephone Company.

The Telephone Company is not liable for any act or omission of the customer in the furnishing of the customer's cable television service.

No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with any facilities provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from any and all claims arising out of the use by the customer of facilities provided under this tariff.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.2 Undertaking of the Telephone Company (Cont'd)2.2.4 Liability (Cont'd)

The Telephone Company shall reimburse the customer for damages to the premises or equipment of the customer resulting from the provision under this tariff of facilities or services by the Telephone Company on such premises, or by the installation or removal thereof caused by the negligence or willful act of the Telephone Company.

In addition to the limitations set forth preceding, the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Telephone Company, caused by customer-provided equipment.

In the event that the fiber optic trunk contained in 3.6(A) following, is terminated prior to July 1, 1999, the Telephone Company will refund to the customer a portion of the nonrecurring charge as specified 3.6 following, within 30 days of the termination.

2.2.5 Provision of Facilities

Distribution routes and type of Facility shall be determined by the Telephone Company in accordance with the customer's design specifications. Wherever possible and economically desirable, the broadband transport facilities will be constructed aerially. Underground cable, wherever possible, will be located within existing Telephone Company conduit unless berm or direct buried construction is utilized.

2.2.6 Special Construction

Special construction shall be undertaken at the request of the customer to meet the needs of the customer. The charges and specific regulations applicable to such special construction will be negotiated by the customer and the Telephone Company in accordance with the terms of the Telephone Company's TARIFF F.C.C. NO. 6, SPECIAL CONSTRUCTION, or successor tariffs.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.2 Undertaking of the Telephone Company (Cont'd)2.2.7 Provision of Facility Description

The Telephone Company will provide to the customer a description of the facilities provided under this tariff to enable the customer to engineer its overall cable television service. Additionally, the Telephone Company shall prepare strand maps for the franchised area and shall make them available to the customer pursuant to 3.1 following as the accuracy of the maps is certified by the Telephone Company.

Designated on these maps shall be detailed occupancy and duct condition information, as well as, to the extent possible, the type of special construction required for the broadband transport facilities.

2.2.8 Discontinuance of Service and Refusal to Provide Facilities

If the customer fails to make any payments required to be made by it on the dates or at the times herein specified, and fails within 30 days after written notice by certified mail from the Telephone Company to the customer to correct such noncompliance, the Telephone Company may discontinue the provision of facilities and/or services involved that relate to the payments not made. For example, if payment is not made under Section 3.2 (Maintenance, Per Route Mile Per Month), following, the Telephone Company may discontinue its services under Section 3.2. In case of such discontinuance, all applicable charges shall become due.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.2 Undertaking of the Telephone Company (Cont'd)2.2.9 Prohibited Use

The customer shall not use the facilities provided hereunder a) for any unlawful purpose, b) in such a manner as to adversely affect the Telephone Company's equipment or c) so as to endanger the safety of the Telephone Company's employees or others. The customer shall indemnify and hold the Telephone Company harmless from any loss resulting from any prohibited use (other than by the Telephone Company) of the facilities provided under this tariff. This indemnity shall be the Telephone Company's sole remedy for violations of this paragraph, except that the Telephone Company may take appropriate actions to safeguard life or property.

2.3 Obligation of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for the reasonable cost of repairing any damage to broadband transport facilities caused by the negligence or willful act of the customer or a subscriber, or resulting from improper use of such facilities, or due to malfunction of any facilities or equipment provided by any person or entity other than the Telephone Company. The Telephone Company will, upon reimbursement for repairs, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Theft

The customer shall reimburse the Telephone Company for the replacement of facilities provided under this tariff and located on the customer's premises which are lost through theft.

2.3.3 Equipment Space and Power

Whenever necessary, the customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power required by the Telephone Company to provide the services under this tariff.

Such space shall be so equipped as to maintain the levels of humidity and temperature control for operation of the installed equipment equivalent to the levels maintained by the customer for its hub equipment. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, inspecting, repairing or removing facilities of the Telephone Company.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.3 Obligation of the Customer (Cont'd)2.3.4 Protective Apparatus

The customer shall install and bear the cost of such additional facilities or protective apparatus which, according to accepted electronics industry standards, are required to be installed because of the hazardous nature of the use or hazardous location of the facilities provided under this tariff.

2.3.5 Notice to Discontinue Service

The customer must provide the Telephone Company with at least 90 days notice if the fiber optic trunks contained in Section 3.6(A) and 3.6(B) are to be terminated prior to July 1, 1999 and June 30, 2001, respectively, and any subsequent extensions.

2.3.6 Inspection of Non-Telephone Company Provided Facilities

The customer shall, upon notice, allow the Telephone Company to inspect, at reasonable times during the business day, any facilities or equipment located on the customer's premises provided by other than the Telephone Company which are connected to the facilities provided under this tariff.

2.3.7 Design of Services and Facilities

The customer shall be solely responsible, at its own expense, for the overall design of its services. The Telephone Company will design its broadband transport facilities to meet the customer's specifications. Within fifteen days of receipt of strand maps from the Telephone Company, the customer shall specify the preferred routing for use in system design and those ducts which the customer wants to be reserved for use in the construction of the broadband transport facilities. The Telephone Company shall inspect the affected ducts to confirm that they are available based on the Telephone Company's criteria for determining such availability for placing Telephone Company's own facilities in said ducts. Charges for such inspections are set forth in Section 3.4. Upon notification by the Telephone Company that the reserved ducts are required for another use, including the Telephone Company's own use, the customer will have the option of releasing the duct reservation or paying the applicable duct rental rates as referenced by footnote in 3.1 following.

Upon receipt of the customer's preferred routing determinations, the Telephone Company shall design each segment of the broadband transport facilities and forward a copy to the customer. Within fifteen days of receipt of the system design for each segment, the customer shall inform the Telephone Company whether the design meets the established criteria and shall deliver to the Telephone Company a specific construction authorization for each segment that meets these criteria.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.3 Obligation of the Customer (Cont'd)2.3.8 References to the Telephone Company

The customer may advise its subscribers that certain facilities are provided by the Telephone Company in connection with the services the customer furnishes to its subscribers; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.9 Claims and Demands for Damages

The customer shall defend, indemnify and save harmless the Telephone Company from and against all loss, liability or expense (including costs and reasonable attorney's fees) arising from a) claims for libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over the broadband transport facilities or the use thereof; b) claims for patent infringement arising from the combining with, or use in connection with, facilities provided by the Telephone Company and any circuit, apparatus, system, method or service provided by the customer or its subscribers; c) proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the facilities provided under this tariff required to be obtained by the customer; and d) any and all other claims arising out of an act or omission of the customer in connection with facilities provided by the Telephone Company or the customer's circuits, facilities or equipment connected thereto, except to the extent that such loss arises from the fault of the Telephone Company.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.4 Cancellation2.4.1 Cancellation of Application for Facilities

Installation of the requested facilities is considered to have started when the Telephone Company incurs any space cost in connection therewith or in preparation thereof which would not otherwise have been incurred, including, but not limited to, preliminary engineering, orders placed to suppliers and other similar items of cost.

Where the customer cancels an application for a finite portion of any requested facilities prior to the start of installation of such facilities, no charge shall apply. Where installation of such facilities, other than those involving special construction, has been started prior to the customer's cancellation, the charges shall be equal to the cost incurred in such installation, less estimated net salvage.

Cancellation charges shall include the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs. These charges shall be filed in this tariff as applicable.

2.4.2 Cancellation for Cause

The Telephone Company may immediately discontinue the furnishing of service or facilities hereunder in whole or in part without incurring any liability therefore when:

- (A) The Telephone Company or the customer is ordered to cease furnishing such service or facilities by order of a court or other governmental authority.
- (B) A receiver is appointed to take possession of all or substantially all of the assets of the customer, or the customer makes a general assignment for the benefit of creditors, or any action is being taken or suffered by the customer under any space insolvency or bankruptcy act, unless in any such case a bond or similar assurance of payment of charges hereunder acceptable to the Telephone Company, is provided to the Telephone Company.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.5 Repair Duration

The Telephone Company will complete repair and maintenance work on the fiber optic trunk within one hour of notification from the customer or of the Telephone Company becoming aware of service interruptions or degradation in the Service if the outage or problem occurs between 7:00 am and 4:00 pm on Monday through Saturday. Repair and maintenance will be completed within 90 minutes of notification from the customer or of the Telephone Company becoming aware of service interruptions or degradation if the outage or problem occurs at any other time.

The Telephone Company shall reimburse the customer for interruptions and outages for which repair and maintenance has not been completed within the one hour or 90 minutes time periods set forth above which are the Telephone Company's responsibility. For the fiber optic trunk contained in 3.6(A) following, such reimbursement shall be at a rate of five times the hourly prorate of the nonrecurring charge of \$213,517.00 for every 15 minute increment in excess of the one hour or 90 minutes limit. For the fiber optic trunk contained in 3.6(B), such reimbursement shall be at a rate of five times the hourly prorate of the monthly charge of \$6,100 for every 15 minute increment in excess of the one hour or 90 minutes limit.

The Telephone Company shall at all times maintain a spare optical transmitter (laser) at the customer's head-end and a spare optical receiver at the termination point at the fiber optic trunk and a spare fiber shall be kept available for each fiber utilized to provide service over the fiber optic trunk. Such spare equipment and facilities shall be fully connected on a "hotstandby" basis such that a fully activated spare fiber shall be automatically switched on to replace the service facilities in the event of an outage or service interruption. In the event of an outage or service interruption caused by the failure of any fiber cable used to provide service to the customer, the Telephone Company agrees to complete repairs or to reestablish the customer's service on spare fiber facilities on a first priority basis before repairs are made or spare fibers are activated for other Telephone Company customers or Telephone Company used facilities on the same route, subject to the requirement to give priority to reestablishment of national security circuits or to any other then existing regulatory obligations relating to the restoration of service. Any failure to meet the obligation set forth in the preceding sentence may subject the Telephone Company to potential consequential damages.

The facilities provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the facilities in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time.

The fiber optic trunk provided under this tariff shall be maintained on a 24 hour, seven days per week basis in accordance with the performance specifications contained in 2.2.2, preceding.

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## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.6 Allowance for Interruptions

It shall be the obligation of the customer to give notice to the Telephone Company of any interruption of transmission over the broadband transport facilities. The customer will undertake to ascertain before giving notice to the Telephone Company that any such problem is not caused by any action or omission or any cause within the control of the customer or its subscribers. The Telephone Company shall not be obligated to take any action upon notice received from any source other than the customer or its duly authorized agent.

When provision of service is delayed due to causes within the Telephone Company's reasonable control or when transmission over any segment of the broadband transport facilities furnished under this tariff and maintained by the Telephone Company does not meet the performance standards as measured in accordance with the performance tests, the Telephone Company upon notice and demand from the customer, shall reimburse the customer for any liquidated damages up to one-thousand dollars (\$1,000) per occurrence imposed on and paid by the customer to the Local Jurisdiction pursuant to the franchise agreement, provided that such interruption is not caused by the negligence or the willful act of the customer or the customer's subscribers; or by destruction of facilities by act-of-God or public enemy; or by the failure of customer's equipment or power supply or by testing and adjusting by the Telephone Company or by action of the customer in ascertaining an inoperative condition of the facilities by its own means.

2.7 Access to Premises

The Telephone Company and its employees and agents shall have access to the customer's premises and to the broadband transport facilities at any reasonable hour for the purpose of installing, rearranging, inspecting, repairing, maintaining, testing, adjusting, disconnecting, removing or otherwise servicing any part of the Telephone Company's facilities. The customer shall, upon reasonable notice to the Telephone Company, have access to broadband transport facilities during regular business hours (Monday through Friday, 8 a.m. to 5 p.m.) accompanied by a representative of the Telephone Company when necessary to inspect broadband transport facilities at the time of and in connection with a) acceptance of initial construction and/or modifications of such facilities; b) modifications of charges under this tariff relating to such facilities; or c) disputes relating to charges for repairs of such facilities.

2.8 Maintenance of Services

The broadband transport services provided under this tariff shall be maintained by the Telephone Company on a twenty-four hour, seven days per week basis. The customer or others may not rearrange, move, disconnect, remove, repair or attempt to repair any equipment or facilities provided and maintained by the Telephone Company except with the written consent of the Telephone Company. The customer shall maintain all apparatus and equipment provided by it. The Telephone Company shall not be responsible to subscribers of the customer for the end-to-end service of which facilities provided under this tariff are a part.

(This page filed under Transmittal No. 5)

## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.8 Maintenance of Services (Cont'd)

The facilities provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the facilities in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time.

When the customer reports a trouble on the broadband transport services to the Telephone Company and personnel are dispatched for clearance, the customer shall be responsible for payment of a Maintenance of Service Charge if no trouble is found in the Telephone Company's facilities. A Maintenance of Service Charge, as specified in Section 3.3, will apply to each such dispatch during the normal hours of field maintenance (7:00 a.m. to 5:00 p.m., Monday through Saturday, except for holidays observed by Telephone Company employees). For such dispatches which occur outside normal hours of field maintenance, a Maintenance of Service Charge, as specified in Section 3.3, plus labor costs, including overtime, will apply.

2.9 Drops

Wiring necessary for terminating the broadband transport services on the premises of a subscriber of the customer are to be provided by the customer.

2.10 Interconnection

Connection of non-Telephone Company provided facilities with facilities furnished under this tariff may be made only at the input and output points.

Facilities provided by other than the Telephone Company will be so constructed, maintained and operated as to work satisfactorily with the facilities furnished by the Telephone Company.

For equipment or facilities provided by the customer, its subscriber, or someone on the customer's behalf, the customer shall indemnify and hold the Telephone Company harmless from any and all liability for damage to property or death of or injury to any person or persons directly or indirectly arising out of or caused, in whole or in part, by the customer's or its subscriber's acts, or those of anyone acting on the customer's behalf.

2.11 Special Taxes

If the Telephone Company should be required to pay to any city or other governing body a special privilege, license, occupation, excise, sales or other tax as a direct or indirect result of furnishing these broadband transport facilities, the customer to whom such facilities are furnished shall reimburse the Telephone Company, upon demand, for the same.

(This page filed under Transmittal No. 5)

## BROADBAND TRANSPORT SERVICES

2. REGULATIONS (Cont'd)2.12 Mileage Measurement

For the purpose of applying route mile charges, mileage measurements are made over the route a cable follows and shall be rounded to the nearest fiftieth of a mile but not less than one fiftieth of a mile. Multiple aerial cables which occupy the same support strand or building structure and parallel underground cable runs occupying the same duct or trench shall be measured only once.

2.13 Billing and Payment of Charges

The customer is responsible for the payment of charges for all services furnished. The Telephone Company will bill the customer monthly for charges set forth in Section 3.1, except that the Telephone Company will bill the charge for strand maps upon completion and turning over of all strand maps. The charge for strand maps shall be due within 30 days of the bill being rendered. All other bills shall be due when rendered. Section 3.2 rates will be billed in advance for one month's service. Section 3.3 charges will be billed monthly for each occurrence.

Adjustments to the Section 3.2 rates for service established or discontinued in any billing period will be prorated to the number of days or major fraction of days based on a 30-day month.

The fiber optic trunk detailed in Section 3.6(A) following, shall be provided by the Telephone Company until July 1, 1999 for a one-time charge as set forth in Section 3.6(A). The fiber optic trunk detailed in Section 3.6(B) following shall be provided by the Telephone Company until June XX, 2001 for a monthly charge as set forth in Section 3.6(B). The customer may elect to extend the provision of these services over the fiber optic trunks for a period of 10 years at a monthly charge based solely on prevailing operating expenses, duct rates and, to the extent actually incurred during the renewal term, capital costs. Said operating expenses shall be calculated in a manner which is consistent with the procedures used to establish the amount included for operating expenses in the charges set forth in Section 3.6 and shall be adjusted annually solely in accordance with the Telephone Plant Index. Information which shows the basis of the operating expenses, including historical data, will be provided to the customer prior to the beginning of the renewal term. In the event that the performance of the laser used to provide the service degrades below the manufacturer's published specifications due to no fault of the Telephone Company and it must be replaced and replacement of the laser is not covered by the manufacturer's warranty, the customer will reimburse the Telephone Company for replacement of the laser after prior notification and consultation between the customer and the Telephone Company.

Unpaid bills shall bear interest at the prime rate as defined in this tariff, a) with respect to Section 3.1 charges except for the strand mapping charge, beginning with the 15th day after the date the bill is rendered and b) with respect to Sections 3.2, 3.3 and 3.4 charges, beginning with the 31st day after the date the bill is rendered.

The Telephone Company will, upon request, furnish such detailed information as may reasonably be required for verification of any bill.

Payment shall be in United States currency or by instruments so denominated payable on demand at par in commercial banks within the Telephone Company Region.

2.14 Limiting of Facilities

The Telephone Company shall be permitted to use the facilities provided under this tariff during emergencies when directed by a governmental authority.

2.15 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is twelve months.

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## BROADBAND TRANSPORT SERVICES

3. RATES AND CHARGES FOR THE DISTRICT OF COLUMBIA

Rates and charges as shown following are for the provision of unidirectional broadband transport facilities. These broadband transport facilities are upgradable for two-way transmission.

3.1 Construction

## Make Ready, Nonrecurring Charges

	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Aerial, Per Operational Route Mile	\$3,600	\$3,775	\$3,925	\$4,075	\$4,250	\$4,361

## Per Operational Route Mile, Per Duct

Underground Duct Spare	8,025	8,425	8,775	9,125	9,475	9,721
Underground Consolidate	215,975	226,775	235,850	245,275	255,100	261,733
Underground New Conduit	472,675	496,325	516,175	536,825	558,275	572,790

## Broadband Transport Facilities Construction -

## Nonrecurring Charges, per operational route mile

	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Aerial-Fire Zone	\$17,792	\$18,817	\$19,767	\$20,792	\$21,842	\$22,410
Aerial-Non Fire Zone	20,267	21,442	23,305	24,469	25,711	26,379
Underground	23,517	24,817	26,042	27,342	28,692	29,438
Direct Buried	43,017	45,292	47,317	49,417	51,642	52,985
Block	24,517	25,942	27,317	28,767	30,317	31,105
Additional Aerial Strand+	2,500	2,500	2,500			

\* Charges do not include embedded duct or pole requirements, the rates for which are established pursuant to regulations adopted and published by the Public Service Commission of the District of Columbia (in Title 15 D.C.M.R. Chapter 16) pursuant to Formal Case No. 815, Order No. 8152, dated December 14, 1984 and amended in Order No. 8568, dated September 4, 1986. See also Order No. 8428 in Formal Case No. 843, dated February 26, 1986. The rate for pole attachments is \$4.00 annually per pole attached, and 30 cents per foot annually for duct rental.

+ Three years after construction begins, the charge for placement of additional aerial strands will be adjusted annually.

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## BROADBAND TRANSPORT SERVICES

3. RATES AND CHARGES FOR THE DISTRICT OF COLUMBIA (Cont'd)3.2 Maintenance

	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Aerial Block Mile, per operational route mile, per month	\$150	\$158	\$169	\$179	\$190	\$190
Underground/Buried Mile, per operational route mile, per month	127	135	144	152	160	160

3.3 Maintenance of Service Charge

Normal Hours of Field Maintenance as specified in 2.8  
preceding, per dispatch..... \$45.00

Outside Normal Hours of Field Maintenance as specified  
in 2.8 preceding,  
per dispatch..... 45.00 plus overtime technician  
hourly rate plus tax and relief  
loadings (x 1.5, 2, or 2.5)\*\*\*  
x number of call out hours

3.4 Duct Inspection Charge++

Per manhole..... \$120.00

3.5 Strand Maps

Nonrecurring Charge..... \$337,870.00

\*\* Two years after commencement of construction, Section 3.2 rates shall be subject to adjustments to reflect actual labor hours required per mile per year. The Telephone Company will present a new plan for maintenance on or before April 1, 1990, and biannually thereafter. The customer shall have the option of providing maintenance for the Broadband Transport Facilities as of January 1, 1991, provided that the customer notifies the Telephone Company six months prior to exercising this option.

\*\*\* Daily overtime 1.5, premium overtime 2, Holiday overtime 2.5.

++ Three years after construction begins, this charge shall be subject to annual study and revision.

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## BROADBAND TRANSPORT SERVICES

3. RATES AND CHARGES FOR THE DISTRICT OF COLUMBIA (Cont'd)3.6 Fiber Optic Trunk

- A) Provision of a fiber optic trunk between the head-end at 1328 Florida Ave., N.W., Washington, D.C. (Location A) and 120 7th Street, N.E., Washington, D.C. (Location B).

Nonrecurring Charge \$213,517.00

Reimbursement of Nonrecurring Charges for Early Termination.

<u>Date of Termination**</u>	<u>Reimbursement</u>
July 1, 1990	\$126,612.00
July 1, 1991	\$ 99,550.00
July 1, 1992	\$ 72,489.00
July 1, 1993	\$ 45,428.00
July 1, 1994	\$ 37,806.00
July 1, 1995	\$ 30,285.00
July 1, 1996	\$ 22,714.00
July 1, 1997	\$ 15,143.00
July 1, 1998	\$ 7,571.00
July 1, 1999	\$ 0.00

- B) Provision of a fiber optic trunk between the head-end at 1328 Florida Ave., N.W., Washington, D.C. (Location A) and interface points at Shannon and W Streets, S.E., Washington, D.C. (Location B) and 27th Street and Pennsylvania Ave., S.E. (Location C).

Monthly Charge \$ 6,100.00 USOC

Charge for Early Termination.

<u>Date of Termination***</u>	<u>Termination Charge</u>
July 1, 1992	\$142,500.00
July 1, 1993	\$133,800.00
July 1, 1994	\$123,800.00
July 1, 1995	\$112,400.00
July 1, 1996	\$ 99,400.00
July 1, 1997	\$ 84,400.00
July 1, 1998	\$ 67,400.00
July 1, 1999	\$ 47,800.00
July 1, 2000	\$ 25,500.00
July 1, 2001	\$ 0.00

- \*\* When termination occurs in the middle of any year, reimbursement will be based upon a straight line interpolation of the reimbursement amounts for the current and following year. For example, if termination occurred in September 1991, the reimbursement would be calculated as follows:

$$\text{Reimbursement} = \$72,489.00 + (\$99,550.00 - \$72,489.00) * [(12 - 3) / 12]$$

$$\text{Reimbursement} = \$72,489.00 + \$20,295.75 = \$92,784.75$$

- \*\*\* When termination occurs in the middle of any year after the first year, the termination charge will be based upon a straight line interpolation of the termination amounts for the current and following year. For example, if termination occurred in September, 1992, the reimbursement would be calculated as follows:

$$\text{Termination Charge} = \$133,800 + (\$142,500 - \$133,800) * [(12 - 3) / 12]$$

$$\text{Termination Charge} = \$133,800 + \$8,700 (.75) = \$140,325$$

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