

ACCESS SERVICE

28. Expanded Interconnection

Expanded Interconnection is available to customers in either physical or virtual interconnection arrangements.

Fiber Optic Expanded Interconnection provides a customer with space and associated requirements such as power and environmental conditioning within a Telephone Company serving wire center, access tandem or certain remote nodes to locate certain fiber optic facilities and transmission equipment, and a connection to certain Telephone Company provided services. Fiber Optic Expanded Interconnection is available to customers in either physical or virtual interconnection arrangements utilizing their own fiber optic facilities, Telephone Company facilities (i.e., High Capacity Access Services) or facilities of a third party.

Microwave Expanded Interconnection provides a customer with space and associated requirements such as power and environmental conditioning upon a Telephone Company serving wire center, access tandem or certain remote nodes to locate certain terrestrial point to point microwave facilities and transmission equipment, and a connection to certain Telephone Company provided services. Microwave Expanded Interconnection is available to customers in physical interconnection arrangements only.

Hereinafter in this Section 28. following, the term customer facilities shall include facilities provided by the customer or facilities which are leased by the customer from the Telephone Company or a third party (i.e., Competitive Fiber Provider). The provision of facilities involving a third party are set forth in 28.11 following.

Customer provided microwave facilities and transmission equipment may be located in, on or above the exterior walls and roof of Telephone Company serving wire centers, access tandems or certain remote nodes. Microwave antenna support structures may be provided by the Telephone Company or the customer and may also be located in, on or above the exterior walls and roof of the Telephone Company serving wire centers, access tandems or certain remote nodes.

Fiber Optic and Microwave Expanded Interconnection is available in Bell Atlantic Telephone Companies' serving wire centers, access tandems or certain remote nodes as specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. NO. 4. In addition, the Telephone Company maintains the Collocation Space Summary, which associates the central offices contained in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. NO. 4 with their designations as Physical, SCOPE, or Virtual and may be found on the Telephone Company's Internet website at http://www.bellatlantic.com/wholesale/html/res_site_summ.htm.

- (x) Material scheduled to become effective March 24, 2000 under Transmittal No. 1259.
- (y) Issued under authority of Special Permission No. 00-016 to correct material not yet in effect.

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28. Expanded Interconnection (Cont'd)

Expanded Interconnection alternatives will be provided subject to the provisions specified in 28.10 following.

(M)

The Telephone Company will file with the Federal Communications Commission rates and charges for space and associated requirements in a serving wire center, where Expanded Interconnection rates and charges have not been established under this tariff within forty-five (45) days' of a written request for Expanded Interconnection in that serving wire center, to become effective upon forty-five (45) days' notice.

(M)

In addition, the Telephone Company will file with the Federal Communications Commission rates and charges for space and associated requirements in a remote node that serves as a rating point for switched transport, provided that the remote node is capable of routing outgoing traffic to a customer and in which customers can route terminating traffic to the Telephone Company provided the remote node has the necessary space and technical capabilities required to provide Expanded Interconnection within forty-five (45) days' of a written request for Expanded Interconnection in that remote node, to become effective upon forty-five (45) days' notice.

Fiber Optic Expanded Interconnection will be provided subject to the provisions specified in Section 28.1 through 28.5 and 28.9 following and 2.1 preceding.

Microwave Expanded Interconnection will be provided subject to the provisions specified in Section 28.6 through 28.8 and 28.9 following and 2.1 preceding.

Certain regulations on this page formerly appeared on 1st Revised Page 28-1.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General

Interconnections are available on a first-come first-served basis subject to the availability of space and facilities in each serving wire center, access tandem or remote node on a negotiated interval. Specific designations for Physical, Virtual and SCOPE arrangements are shown on the Collocation Space Summary, which can be found on the Telephone Company's Internet website at http://www.bellatlantic.com/wholesale/html/res_site_summ.htm. The minimum period for which Fiber Optic Expanded Interconnection is provided is three months.

The Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7. preceding and SONET Service as specified in 26.1.5 preceding:

- High Capacity Service
- 1.544 Mbps
- 44.736 Mbps (Electrical)
- NYNEX Enterprise DS1 Service
- NYNEX Enterprise DS3 Service
- IntelliLight® Shared Single Path (ISSP)
- IntelliLight® Broadband Transport OC-3, OC-3c, OC-12 or OC-12c
- LAN Extension Service (LES)

(N)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. preceding:

- Feature Groups B, C and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk bsa - Options 1, 2, 3 and 4 provided with a DS1 or DS3 Entrance Facility
- Directory Access Service
- IntelliLight® Shared Single Path (ISSP)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node or virtual collocation arrangement. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

Within forty-five (45) days of receipt of a written request for interconnection of Special Access or Switched Access Services other than those listed above, the Telephone Company will file to allow interconnection of such service(s) to be effective upon forty-five (45) days' notice.

In addition, the Telephone Company will provide an Enhanced Ordering Option (E00), as specified in Section 5.2 preceding, which allows a customer other than the collocated customer or a customer under common ownership with that collocated customer to order service to an Expanded Interconnection multiplexing node or virtual collocation arrangement as agent for the collocated customer.

Customer's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other customer's or tenant's facilities and must comply with the Technical Specifications specified in Section 28.1.5 following.

The customer must perform all work using vendors that meet the same requirements as vendors who perform work for the Telephone Company. Such vendors must comply with the requirements specified in NYNEX Certification Process for Central Office Detail Engineering and Installation/Removal Services (NIP-74166, Issue No. 1).

The Telephone Company may provide shared conduit with dedicated inner duct.

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28. Expanded Interconnection28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.1 Provision of Service - Multiplexing Node

- (A) In New York Telephone, at the option of the Telephone Company, the customer will be accompanied by a designated Telephone Company representative in some manhole and vault locations subject to the charges set forth in Section 31.13.2 following.
- (B) The customer will pay a maintenance of service charge, as specified in Section 13.3.1 preceding, whenever Telephone Company personnel are required to identify a trouble as being on the customer's side of the point of termination, e.g., in the connection cabling or associated cross connection.
- (C) If at any time the Telephone Company determines that any customer facilities or equipment or the installation of the customer's facilities or equipment does not meet the requirements outlined in this tariff, the customer will be responsible for the costs associated with the removal of such facilities or equipment or modifications of the facilities or equipment or installation thereof to render it compliant. If the customer fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the customer, the Telephone Company may have the facilities or equipment removed or the condition corrected at the customer's expense.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.1 Provision of Service - Multiplexing Node (Cont'd)

- (D) If the Telephone Company reasonably determines that any customer activities, equipment or facilities are unsafe, do not meet the specifications described in 28.1.7 following or are in violation of any applicable fire, environmental or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment or place it on hold. When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the customer fifteen (15) days written notice to correct the condition. However, when such conditions pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable 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 customer. In performing any such work and/or action, the Telephone Company will take reasonable steps to minimize disruption to the customer's services and perform its work in a manner similar to comparable work performed by the Telephone Company on its own facilities, equipment or services. The cost of this work and/or actions will be subject to the charges set forth in Section 31.13.2 following
- (E) Where the customer intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the customer must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld.

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28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node (Cont'd)

- (F) The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.
- (G) In New York Telephone, a customer may be escorted by a qualified Telephone Company employee, subject to the charges set forth in Section 31.13.2 following, if a customer requires access to cable risers and racking for installation and maintenance purposes.

28.1.2 Provision of Service - Virtual

- (A) Virtual expanded interconnections is offered via a range of OC3, OC12 and OC48 transmission equipment with electrical connections to STS1, DS3 and DS1 services at digital system cross connect (DSX) bays and optical connections to certain OC3 and OC12 Services. In all states except for the states of New York and Connecticut, appropriate Virtual Office Channel Termination rates and charges set forth in 31.6, 31.7 and 31.26 following will apply for these connections. In the states of New York and Connecticut, appropriate Virtual Office Channel Termination nonrecurring charges as set forth in Section 31.6, 31.7 or 31.26 following apply for each connection to the virtual collocation arrangement and the VOCT Access Charge also applies for connection(s) as specified in Section 31.28 following. (C)
(S)(x)

If the customer requires lower speed interfaces than its terminating equipment provides, the customer has an option to connect its equipment within the same virtual collocation arrangement at electrical DS1, DS3 or STS1 or optical OC3, OC12 and OC48 transmission levels. Such optical connections are provided solely for the connection of equipment dedicated for the customer's specific use. Connecting Virtual Office Channel Termination rates and charges set forth in 31.28 following will apply from the customer's equipment to each of the associated Telephone Company distribution/cross connect frame. (C)

The Expanded Interconnection Access Cable (EIAC) Nonrecurring Charge as set forth in 31.28 following, provides for the cost of engineering, furnishing, and installing the cabling between the collocated equipment and the Telephone Company's distribution/cross connect frames, along with associated termination block or panel. The EIAC Nonrecurring Charge applies in all states except for the states of New York and Connecticut. In the states of New York and Connecticut, the VOCT Access Charge as set forth in 31.28 following applies in lieu of the EIAC Nonrecurring Charge. (S)(x)

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28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node

A customer may establish a multiplexing node in the Telephone Company serving wire center, access tandem or remote node to which the customer constructs fiber optic interconnection cable(s) subject to the following provisions:

- (A) The customer may use the multiplexing node solely for the purpose of installing, maintaining and operating customer - provided telecommunications transmission equipment to interconnect with telecommunications services and facilities provided by the Telephone Company in accordance with the rates and regulations specified in this tariff and for no other purpose.
- (B) The customer may use the multiplexing node to place transmission equipment owned or leased, installed, operated and maintained by a customer, which interconnects with Telephone Company facilities or transmission equipment in accordance with the rates and regulations specified in this tariff.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

- (C) Customers may order multiplexing node that is a minimum of 25 square feet, with a height of approximately eight (8) feet, which may be expanded by an additional 25 square feet (maximum 50 square feet in total); or a customer may order a multiplexing node that is a minimum of 80 square feet, with a height of approximately eight (8) feet, which may be expanded in 20 square foot increments. When expanding the size of a multiplexing node, the additional space will be contiguous to the space associated with the existing multiplexing node.

The charge for a multiplexing node is set forth in Section 31.28.1(A) following as an Expanded Interconnection Space and Facility per office charge which applies for the first 100 square feet. When the multiplexing node is less than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and subtracting that amount from the charge for 100 square feet. When the multiplexing node is more than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and adding that amount to the charge for 100 square feet.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

(S)(x)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

(C) (Cont'd)

The following example describe the calculation performed to determine the charge for a multiplexing node which is greater than 100 square feet.

(S)(x)

	Customer requests 120 sq. ft. multiplexing	(T)(y)
	- For applications received prior to December 26, 1998	(T)(y)
	-	(S)(x)
	\$51,440.20 - Standard Space and Facility per office charge (first 100 square feet)	(S)(x)
		(S)(x)
+	<u>5,144.00</u> - add'l cost (20 sq. ft. X \$257.20) of contiguous space	(S)(x)
	56,584.20 - Adjusted Space and Facility per office charge for 120 sq. ft. multiplexing node.	(S)(x)
		(S)(x)
	- For applications received after December 26, 1998	(T)(y)
		(S)(x)
	\$47,686.20 - Standard Space and Facility per office charge (first 100 square feet)	(S)(x)
		(S)(x)
+	<u>4,768.60</u> - add'l cost (20 sq. ft. X \$238.43) of contiguous space	(Z)(y)
	52,454.80 - Adjusted Space and Facility per office charge for 120 sq. ft. multiplexing node	(S)(x)
		(S)(x)

(x) Material scheduled to become effective May 4, 1999 under Transmittal No. 1126.

(y) Issued under authority of Special Permission No. 99-57 of the Federal Communications Commission.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

(C) (Cont'd)

The following example describe the calculation performed to determine the charge for a multiplexing node which is less than 100 square feet.

Example 2: Customer requests 25 sq. ft. multiplexing node

- For applications received prior to December 26, 1998
 - \$51,440.20 - Standard Space and Facility per office charge (first 100 square feet)
 - 19,290.00 - Reduction (75 sq. ft. X \$257.20)
 - 32,150.20 - Space and Facility per office charge for 25 sq. ft. multiplexing node.
 - (When expanded by an additional 25 square feet of contiguous space, the additional cost is 25 sq. ft. X \$257.20).
- For applications received after December 26, 1998
 - \$47,686.20 - Standard Space and Facility per office charge (first 100 square feet)
 - 17,882.25 - Reduction (75 sq. ft. X \$238.43)
 - 29,803.95 - Adjusted Space and Facility per office charge for 25 sq. ft. multiplexing node

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

(C) (Cont'd)

Additional space will be provided as needed, where feasible, if the customer's existing space is being "efficiently used" as described following. The Telephone Company will make reasonable efforts to provide additional space contiguous with customer's existing multiplexing node; however, the Telephone Company makes no guarantee to that effect.

The customer may select from the following options regarding the termination of its facilities at its multiplexing node. However, the customer is limited to only one option per multiplexing node.

- (1) The Telephone Company will provide the Point of Termination (POT) Bay in a common area located at or near the multiplexing node. Appropriate Office Channel Termination (OCT) charges as set forth in Section 31. following will apply. (C)
- (2) The customer will provide the POT Bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node. Appropriate OCT charges as set forth in Section 31. following will apply. (C)
- (3) The customer will provide the POT Bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT Bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the customer to bring it into the multiplexing node and terminate it on the POT Bay. Appropriate OCT charges as set forth in Section 31. following will apply. (C)

Customers in interconnection arrangements prior to August 12, 1997 may choose to have the Telephone-Company provided POT Bay disconnected and their own POT Bay installed as described in Option 2 and 3 preceding. Within thirty (30) days of such a request, the Telephone Company will file in its tariff, to become effective on 15 days' notice, general nonrecurring charges which will enable the Telephone Company to recover the labor costs associated with the rewiring of the POT Bay. Installation of the POT Bay under Option 2 or Option 3 preceding will be subject to the charges set forth in Section 31.13.2 following.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

- (D) "Efficiently used" shall mean that the customer has interconnected with Telephone Company Special or Switched Access Services and that substantially all of the floor space is taken up by the transmission equipment as specified in this tariff, metal storage cabinets or work surfaces as needed to provide service. Such transmission equipment must be placed no greater than 20% above the minimum distances permitted by Bellcore Network Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE) and Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). The determination as to whether or not this criterion is met is solely within the reasonable judgement of the Telephone Company.

If space is needed to accommodate another customer or the Telephone Company's service, the Telephone Company will take back from the customer space that is not being efficiently used. The customer will have one hundred eighty (180) days from notice by the Telephone Company to either meet the criterion for efficient use established preceding or vacate the portion of such space which is not being efficiently used.

- (E) For Expanded Interconnection applications received prior to December 26, 1998, the Telephone Company may enclose the customer's multiplexing node in an area or room. The Telephone Company will arrange for the construction of a secure enclosure around the multiplexing node. The enclosure will conform with the standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

For Expanded Interconnection applications received after December 26, 1998, the customer may, at its own expense, contract directly with a Telephone Company approved contractor for a standard or non-standard enclosure for its multiplexing node. The customer provided enclosure must conform with Telephone Company specifications and standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

(F) The customer will be permitted to locate customer-provided central office equipment needed to terminate basic transmission facilities within its multiplexing node, including:

- Optical Line Terminating Multiplexers (OLTM)
- Central Office Multiplexers

The customer may not place in its multiplexing node other types of equipment (such as enhanced services or customer premises equipment) except as specified in 28.1.3.(Q) following. A customer may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company serving wire center environmental standards. To help ensure the availability of sufficient space for all customers, the storage cabinets and work surfaces must not take up more than the amount of space specified in 28.1.3(D) preceding which describes the efficient use of space and must meet the Telephone Company's central office environmental standards.

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28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

- (G) The Telephone Company will designate the floor space within each serving wire center, access tandem or remote node which will constitute the multiplexing node.
- (H) Upon request, where there are two entry points for the Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center, access tandem or remote node for the customer's fiber optic cable except where one entry of a two entry office is filled to capacity.
- (I) The Telephone Company is not required to purchase additional plant or equipment, relinquish forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a customer's request.
- (J) If space and facilities for interconnection in certain serving wire centers, access tandems or remote nodes becomes filled to capacity, the Telephone Company will work cooperatively with the customer to accomodate the customer's request for Expanded Interconnection.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

- (K) When a customer occupies more than one multiplexing node within the same serving wire center, access tandem or remote node the customer may interconnect its transmission equipment contained in such spaces. The customer may also interconnect its transmission equipment contained in such space 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 Expanded Interconnection). In New York Telephone, the customer will be responsible for supplying, installing and maintaining the cabling between the multiplexing nodes or multiplexing node and another Interexchange Carrier point of presence using Telephone Company-designated supporting structures at these locations. In New England Telephone, the customer will be responsible for supplying the cabling which the Telephone Company will install and maintain between the multiplexing nodes or multiplexing node and another Interexchange Carrier point of presence using Telephone Company-designated supporting structures at these locations, subject to the charges set forth in Section 31.13.2 following.

The Cable Space rate set forth in Section 31.28 following will apply, per cable, per linear foot. (Z)

- (L) When a customer utilizes facilities provided by a CFP, the Cable Space rates as set forth in Section 31.28.1(B)(1) following will apply for the support structure between the CATT and the physical Expanded Interconnection arrangement. Specifically, the Cable Space Fixed monthly rate will apply to the CFP and the Cable Space Per Linear Foot, per cable monthly rate will apply to the ordering Expanded Interconnection customer. Provision of service involving a CATT is further described in Section 28.11 following. (N)

- (M) Except as set forth in 28.10 following, a customer may not provide or make available to any third party space within its multiplexing node.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

- (N) The Telephone Company reserves to itself, its successors and assigns, the right to utilize the space within its serving wire center(s), access tandem(s) or remote node(s) in such a manner as will best enable it to fulfill its own service requirements.
- (O) The customer may not construct improvements or make alterations or repairs to the multiplexing node without prior written approval of the Telephone Company which the Telephone Company will not reasonably withhold.
- (P) A customer may use the same multiplexing node for both Switched and Special Access Fiber Optic and Microwave Expanded Interconnection.
- (Q) The customer may order from the Telephone Company Business Message Rate Service as specified in the Telephone Company's exchange tariffs for its own use (i.e., for administrative purposes) within the multiplexing node. Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in Telephone Company serving wire centers, access tandems or remote nodes.

28.1.4 Reservation of Space

- (A) A customer can request additional space in Telephone Company serving wire centers, access tandems and remote nodes by completing new application form. Customer's may only reserve multiplexing node space.
- (B) A customer with an existing multiplexing node may reserve space in the same serving wire center, access tandem or remote node which may be used at some future date. If space is available the Telephone Company will reserve the space until such time as it requires the reserved space. The Telephone Company will make reasonable efforts to assign the reserved space so that it is contiguous with the customer's existing multiplexing node, however, the Telephone Company makes no guarantee to that effect.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.4 Reservation of Space (Cont'd)

- (C) The Telephone Company reserves the right to manage its own serving wire center, access tandem and remote node conduit requirements and to reserve vacant space as its primary use for facility additions planned within three years in New York Telephone and seven years in New England Telephone.

28.1.5 Reclamation of Space

- (A) The Telephone Company shall have the right, upon six month's notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node, cable space or conduit in order to fulfill its obligations under state and Federal laws and the Telephone Company's tariffs, to provide telecommunications services to its customers. In the event of a reclamation, the Telephone Company will reimburse the customer for reasonable direct costs in connection with the removal of the customer's equipment.

In addition, the Telephone Company shall have the right, upon 180 days' written notice, to terminate this arrangement at any time with respect to any multiplexing node and associated cable and conduit when a state commission requires the Telephone Company to move its serving wire center, access tandem or remote node; when an unsafe or hazardous condition makes abandonment of a serving wire center, access tandem or remote node necessary; or when the Telephone Company makes a reasonable business decision to sell a serving wire center, access tandem or remote node due to network engineering considerations.

- (B) The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node and associated cable and conduit where the serving wire center, access tandem or remote node premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the customer with 180 days' written notice of such termination and identify the schedule by

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.5 Reclamation of Space (Cont'd)

(B) (Cont'd)

which the customer must proceed to have customer-provided equipment or property removed from the multiplexing node and associated cable and conduit. The customer shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption of interference due to any termination. However, nothing herein shall be construed as preventing a customer from making its own claim against the eminent authority ordering the taking of the serving wire center, access tandem or remote node premises.

(C) The Telephone Company will negotiate a schedule with the customer under such relocation could be effected. If the Telephone Company provided the multiplexing node enclosure, the Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling. The customer will be responsible for relocating its transmission equipment, facilities and any other property. If the customer provided the multiplexing node enclosure, the Telephone Company will bear only the costs of relocating the point of termination and associated Telephone Company cabling. The customer will be responsible for relocating its multiplexing node enclosure, transmission equipment, facilities and any other property. The customer and the Telephone Company will work together in good faith to minimize any disruption of the customer's services as a result of such relocation.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.5 Reclamation of Space (Cont'd)

- (D) The Telephone Company will negotiate a schedule with the customer under which such relocation could be effected. The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling. The customer will be responsible for relocating its transmission equipment, facilities and any other property. The customer and the Telephone Company will work together in good faith to minimize any disruption of the customer's services as result of such relocation.
- (E) Should the Telephone Company need to install additional facilities to any conduit system in which the customer occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for another customer's Expanded Interconnection, the Telephone Company will, after notifying the customer of the additional occupancy, rearrange the customer's facilities in the conduit system as reasonably determined by the Telephone Company, so that additional facilities of the Telephone Company or other Expanded Interconnection customer, may be accommodated.
- (F) In an emergency, the Telephone Company reserves the right to rearrange a customer's facilities occupying a conduit, manhole, cable vault, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the customer prior to rearranging a customer's facilities. If such emergency is a result of the customer's occupancy of space(s) under this tariff or as a result of any act or omission on the part of the customer, its employees, agents or vendors, such rearrangement will be subject to the charges set forth in Section 31.13.2 following.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement

(A) The customer shall provide, own, and operate the terminal equipment at their site outside the Telephone Company's central office.

(B) For virtual collocation arrangements established prior to March 14, 2000, the dedicated terminal equipment inside the Telephone Company's central office will be provided by the customer and ownership transferred to the Telephone Company for the sum of one dollar after successful installation and equipment testing by the Telephone Company. An asset transfer record will be made and both the Telephone Company and the customer will sign and retain a copy of the transfer. A transfer record will also be made for the portion of the Telephone Company owned cable between manhole zero and the central office splices. On March 14, 2000, Telephone Company ownership of the dedicated terminal equipment provided by the customer will be converted to an operating lease.

(C)
 (C)
 (C)
 (C)

For virtual collocation arrangements in effect or established after March 14, 2000, the dedicated terminal equipment inside the Telephone Company's central office will be provided by the customer and leased to the Telephone Company for the sum of one dollar. The term of the operating lease will run for the duration of virtual collocation arrangement, at which time the customer will remove the equipment. The customer will retain ownership of this equipment. The Telephone Company will exercise exclusive physical control over this equipment. The cabling between manhole zero and the central office splices will be included in the leasing arrangement.

(N)
 (N)

(C) In New York Telephone, the customer may choose to have either the Telephone Company or a Telephone Company-approved vendor handle the engineering and installation of the virtual collocation arrangement. In New England Telephone, the Telephone Company will exclusively handle the engineering and installation of the virtual collocation arrangement. In either case, all physical servicing of the equipment will be done by the Telephone Company or its agents. Any Telephone Company-provided engineering, installation and/or servicing of equipment will be provided in the same manner that it provides this work for itself. The Engineering and Implementation Fee, set forth in 31.28 following, will apply.

Certain regulations previously found on this page can now be found on Original Page 28-21.1.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.6 Description and Use of Virtual Arrangement

(D) When providing its own transport fiber for the virtual collocation arrangement, the customer will arrange placement of the fiber into manhole zero with enough length (as designated by the Telephone Company) to reach the first splice point or a transition splice point (Alternate Splice Area) determined by the Telephone Company at its sole discretion where it will be spliced to Telephone Company-provided fire retardant cable. The customer 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 Expanded Interconnection). The Cable Space rate, set forth in 31.28 following, will apply per cable, per linear foot.

(M)

(E) The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole toward the customer's location the fiber optic cable remains the customer's responsibility, with the customer performing all servicing and maintaining full ownership.

(M)

Certain regulations on this page formally appeared on Original Page 28-21.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement

- (F) Upon termination of the virtual arrangement, the customer will disconnect and remove its equipment from its collocated space up to the demarcation point and from all other areas identified as common between the customer and the Telephone Company. (C)
- (G) Performance and surveillance monitoring and trouble isolation shall be the responsibility of the customer. The customer is not permitted entry into the Telephone Company's central office. (C)
- (H) When the customer isolates a trouble and determines that a Telephone Company technician should be dispatched to the equipment location, the customer shall enter a trouble ticket with the Telephone Company. The customer shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the customer's technician/contact. Responses to all equipment servicing needs will be at the customer's direction. Maintenance will not be performed without the customer's direct instruction and authorization. The Telephone Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.6 Description and Use of Virtual Arrangement (Cont'd)

- (I) A clear distinction must be made by the customer when submitting reports of troubles on the Telephone Company services connected to standard virtually collocated equipment and reports of troubles with non-standard virtually collocated equipment. The former can be handled using Telephone Company technicians and standard processes subject to additional labor charges set forth in 31.13.2 following. The latter will require specially trained technicians familiar with the collocated equipment and is also subject to additional labor charges set forth in 31.13.2 following.
- (J) The customer shall provide shop-wired transmission equipment fully pre-equipped with working plug-ins/cards. In addition, the customer shall provide the Telephone Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Telephone Company and the customer, provided however, that in no event shall the number of spare plug-ins/cards be less than two (2) of each type. The Telephone Company shall not be held responsible if the customer provides an inadequate supply of plug-ins/cards. In addition to maintenance spares, the customer will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment. The customer may, upon request, provide shop-wired transmission equipment that has been partially equipped with working plug-ins/cards. The Telephone Company will provide the proportionate amount of frame terminations for any partially equipped transmission equipment.
- (K) The customer shall provide a rack-mountable spare cabinet, in accordance with Telephone Company specifications, to be placed and installed in the central office to contain customer-provided spare plug-ins/cards. The spare plug-in/cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established. These spares must be tested by the customer prior to delivery to the Telephone Company. The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Telephone Company and the customer. The Spare Cabinet rate set forth in 31.28 following will apply, per half rack or fraction thereof, for the space required for the cabinet.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement (Cont'd)

- (L) Upon request, where there are two entry points for the Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center, access tandem or remote node for the customer's fiber optic cable except where one entry of a two entry office is filled to capacity.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.7 Technical Specifications

- (A) Customer equipment must conform to the technical specifications set forth in (F) following.
- (B) Customer equipment and the installation of customer's equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201).
- (C) Customer equipment must also comply with the NYNEX Digital Environmental Requirements (NIP 74165), as they relate to fire, safety, health, environmental, and network safeguards, and ensure that customer provided equipment and installation activities do not act as a hindrance to Telephone Company services or facilities.
- (D) Customer or competitive fiber provider 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), rules and regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction. (C)
- (E) All customer or competitive fiber provider entrance facilities and splices must comply with Bellcore Generic Specification for Optical Fiber and Optical Fiber Cable (GR-20-CORE), Generic Requirements for Cable Entrance Splice Closures for Copper Cable (TR-NWT-001058), Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421) as they relate to fire, safety, health, environmental safeguards and interference with the Telephone Company services and facilities. For virtual arrangements, such requirements include but are not limited to: (C)
 - The fibers must be single mode.
 - The fibers optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.7 Technical Specifications (Cont'd)

(E) (Cont'd)

- The fiber cable must be marked according to the cable marking requirements in GR-20-CORE, Section 6.2.1-4.
- The fiber must be identified according to the fiber and unit identification (color codes) in GR-20-CORE, Section 6.2.5.
- Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system.
- Silica Fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.7 Technical Specifications (Cont'd)

- (F) The equipment located within the customer's multiplexing node must comply with the Bellcore 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). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), NYNEX Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162), Workmanship Requirement Profile and the Telephone Company's Central Office Engineering Environmental and Transmission Standards as they relate to fire safety, health, environmental safeguards, or interference with Telephone Company services or facilities.

Where a difference in specification may exist, the more stringent shall apply.

The Telephone Company does not assume responsibility for the design, engineering, testing, or performance of the customer's equipment and facilities.

- (G) 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).
- (H) The customer, at its own cost, shall comply with all present and future laws, 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 customer with respect to the serving wire center, access tandem or remote node whether or not arising out of the customer's use or manner of use.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.8 Telephone Company Access to Multiplexing Node

The customer will provide emergency access to its multiplexing node 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.

28.1.9 Mixed Use Expanded Interconnection

Customers who interconnect interstate services provided under the regulations specified in this tariff at a multiplexing node or virtual collocation arrangement established under an intrastate tariff will be subject to the regulations specified in Section 2.3.10 preceding.

28.1.10 Rates and Charges

The customer is subject to nonrecurring charges and/or recurring rates for use of Telephone Company owned space and facilities and for the provisioning of customer provided facilities within the serving wire center, access tandem or remote node. The rates and charges for Fiber Optic Expanded Interconnection are set forth in Section 31.28 following.

Office Channel Termination and Virtual Office Channel Termination rates and charges as set forth in Sections 31.6, 31.7 or 31.26 following also apply for connection of Switched Access, Special Access or SONEt service, respectively, to the physical or virtual Expanded Interconnection arrangement.

(A) In the states of New York and Connecticut, the following rates and charges also apply for physical Expanded Interconnection.

(1) Nonrecurring Charges

- (a) The POT Bay Frame charge as set forth in Section 31.28.1(C)(1) following, is a nonrecurring charge that includes the investment and/or the installation of the POT Bay Frame pursuant to the specific option selected by the customer. Option 1 is where the Telephone Company provides for the material and installation. Option 2 is where the customer provides the material and the Telephone Company installs the equipment. Option 3 is when a customer purchases and installs a POT Bay within the confines of the customer's multiplexing node and there is no nonrecurring charge assessed.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.10 Rates and Charges (Cont'd)

- (A) In the states of New York and Connecticut, the following rates and charges also apply for physical Expanded Interconnection. (C)
- (1) Nonrecurring Charges (Cont'd)
- (b) The OCT POT Bay Termination charge as set forth in Section 31.28.1(C)(2) following, is a nonrecurring charge that is for the termination strip or panel that resides in the POT Bay Frame. This charge will be applied at the time of equipment installation and only applies when the Telephone Company provides the POT Bay Frame as described in 28.1.3(C)(1) preceding. For SCOPE arrangements as set forth in 28.10.1 following, the OCT SPOT Bay Termination charge applies in lieu of the OCT POT Bay Termination charge.
- (c) The OCT Cable and Frame Termination charge as set forth in Section 31.28.1(C)(3) following, is a nonrecurring charge that is for the cabling to and the termination strip or panel that resides on the Telephone Company frame. This charge will be applied at the time of equipment installation.
- (2) Monthly Rates
- (a) The OCT POT Bay Termination rate as set forth in Section 31.28.1(D)(1) following, applies for the connection of the Telephone Company POT Bay to the Telephone Company equipment location(s). It is assessed upon installation of the terminations. This rate only applies when the Telephone Company provides the POT Bay as described in Section 28.1.3(C)(1) preceding. For SCOPE arrangements as set forth in 28.10.1 following, the OCT SPOT Bay Termination charge applies in lieu of the OCT POT Bay Termination charge.
- (b) The OCT Cable and Frame Termination rate as set forth in Section 31.28.1(D)(2) following applies for the connection of the Telephone Company cable and frame terminations. It is assessed upon the installation of the terminations and associated cabling.
- (c) The POT Bay Frame rate as set forth in Section 31.28.1(D)(3) following applies per Bay installed in the common area of the collocation room. (C)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.10 Rates and Charges (Cont'd)

(A) In the states of New York and Connecticut, the following rates and charges also apply for physical Expanded Interconnection. (Cont'd)

(2) Monthly Rates (Cont'd)

(d) The monthly rates set forth in 31.28.1(D) following are effective with the installation of, or augment to, the associated physical Expanded Interconnection arrangement. The Telephone Company will convert the customer's existing Office Channel Terminations and any non-working terminations which are in service as of November 28, 2000 to the rates set forth in (a) through (c) preceding. Billing for the converted cross-connect terminations (working and non-working) will not begin until January 27, 2001, allowing for a sixty day period during which time the customer can evaluate their network requirements and disconnect those pre-positioned cross-connect terminations that need not be converted. Nonrecurring charges, as described in (1) preceding, will apply at the rates set forth in 31.28.1(C) following to the remaining cross-connect terminations which have not yet been utilized in the provision of access services under this tariff. (N)

(B) In the states of New York and Connecticut, the following rates and charges also apply for virtual Expanded Interconnection. (C)

(1) Nonrecurring Charges

(a) The VOLT Access Charge as set forth in Section 31.28.2(L) following provides for the cost of engineering, furnishing and installing the cabling between the collocated equipment and the Telephone Company's distribution/cross connect frames. This charge will be applied at the time of equipment installation. This charge only applies when the Telephone Company installs the cabling and equipment. If a non-standard arrangement requires special cabling or equipment, this charge will be determined on a case-by-case basis. (C)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.10 Rates and Charges (Cont'd)

(B) In the states of New York and Connecticut, the following rates and charges also apply for virtual Expanded Interconnection (Cont'd)

(2) Monthly Rates

(a) The VOCT Access Charge rate as set forth in Section 31.28.2(L) following applies for the ongoing support of the cable terminations on the Telephone Company's racks. It is assessed upon installation of the terminations and associated cabling. (C)
| (C)

The VOCT Access Charge monthly rate is effective with the installation of, or augment to, the associated virtual Expanded Interconnection arrangement. The Telephone Company will convert the customer's existing Virtual Office Channel Terminations which are in service as of November 28, 2000 to the VOCT Access Charge rates as set forth in 31.28.2(L) following. Billing for the converted services will commence on November 29, 2000. (N)
| (N)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.11 Special Construction of Facilities

When Special Construction of facilities is required for the provision of Expanded Interconnection, the regulations, rates, charges and liabilities for Special Construction apply as set forth in the BELL ATLANTIC TELEPHONE COMPANIES TARIFF F.C.C. NO. 13.

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical

The Telephone Company will provide floor space, commercial A.C. power and D.C. power with battery and generator back-up, heat, air conditioning and other environmental support to the customer's equipment, in the same manner that it provides such support items to its own equipment within that serving wire center, access tandem or remote node.

28.2.1 Power

(A) The Telephone Company will supply the space and 110V A.C. power as well as work and services which support the overall operation of the serving wire center, access tandem or remote node.

(B) The Telephone Company will provide 110V A.C. power for two electrical outlets and lighting for frames within the multiplexing node.

(C) The Telephone Company will provide DC power to the Expanded Interconnection arrangement as specified by the customer in its Expanded Interconnection application. The customer will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied per load amp based on the total number of load amps ordered on each feed.

(C)
|
(C)

(1) For example, if a customer orders a total of 40 load amps of DC power and an A and B feed, the customer could order 20 load amps on the A feed and 20 load amps on the B feed. The Telephone Company will permit the customer to order a fuse size up to 2.5 times the load amps ordered. Thus, the customer could order that each feed be fused at 50 amps if the customer wants one feed to carry the entire load in the event the other feed fails. Accordingly, the customer will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

(N)
|
(N)

Certain regulations previously found on this page can now be found on Original Page 28-29.4.

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Vice President
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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical

28.2.1 Power (Cont'd)

(D)	The customer is responsible for engineering the power consumption in its Expanded Interconnection arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Telephone Company will engineer the power feeds to the Expanded Interconnection arrangement in accordance with industry standards based upon requirements ordered by the customer in its Expanded Interconnection application. Any subsequent orders to increase DC power load at an Expanded Interconnection arrangement must be submitted on an Expanded Interconnection application.	(S)(x)
		(S)(x)

(E)	Reserved	(C)(y)
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(D)(y)

| |

(D)(y)

- (x) Reissued material originally filed under Transmittal No. 1373 and scheduled to become effective April 26, 2001.
- (y) Issued on the same day's notice under authority of Special Permission No. 00-030 of the Federal Communications Commission.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical

28.2.1 Power (Cont'd)

(D)(y)

(D)(y)

(y) Issued on the same day's notice under authority of Special Permission No. 00-030 of the Federal Communications Commission.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical

28.2.1 Power (Cont'd)

- (F) Annually, each customer must submit a written statement signed by a responsible officer of the company which attests that it is not exceeding the total load of power as ordered in its Expanded Interconnection applications. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the customer's completed Expanded Interconnection arrangements provided by the Telephone Company in all of its operating territories. If the customer fails to submit this written statement by the last day in June, the Telephone Company will notify the customer in writing that it has thirty (30 days) to submit its power attestation. Failure to submit the required statement within the 30 day notice period will result in the billing of DC power at each Expanded Interconnection arrangement to be increased to the total number of amps fused. (S)

- (G) Whenever the Telephone Company is required to perform work on an Expanded Interconnection arrangement as a result of a customer's order for a reduction in power requirements (e.g., change in fuse size), the Telephone Company will assess a nonrecurring charge. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in Section 31.13.2 following. If a customer orders a power reduction prior to May 26, 2001, where only a change in the fuse size is necessary, the Telephone Company will waive the nonrecurring charge. (S)
(T)(X)
(S)

- (H) If the customer orders a change in the power configuration requiring new -48 volt DC power feeds to the Expanded Interconnection arrangement, the Telephone Company will assess an Augment Application Fee as set forth in Section 31.28.2(A) following, subject to the terms and conditions described in 28.4.1(A)(2)(a) following. In addition, if a customer's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Augment Application Fee as set forth in Section 31.28.2(A) following applies. The Telephone Company will work cooperatively with the customer to configure the new power distribution cables and disconnect the old ones. (S)

- (S) Reissued material originally filed under Transmittal No. 1373 and scheduled to become effective April 26, 2001.
- (X) Filed under authority of Special Permission No. 01-027 of the Federal Communications Commission.

(TR 1374)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical

28.2.2 Provision of Space

- (A) The Telephone Company will provide space within the cable riser, cable rack support structure and cable vault needed to reach the multiplexing node or to connect a multiplexing node with 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 Expanded Interconnection).
- (B) The Telephone Company will provide cable space within the serving wire center, access tandem or remote node Entrance Manhole and the access conduit to the serving wire center, access tandem or remote node.

(M)

(M)

Regulations on this page formerly appeared on Original Page 28-29.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)28.2.3 Occupancy

- (A) The Telephone Company will grant access to space, for purposes of placing equipment, upon:
- the completion of the design and construction work including cut down of Telephone Company cabling at the point of termination based on the type of service requested.
- The Telephone Company will grant occupancy for all spaces upon:
- the completion of the Telephone Company's post installation inspection to visually determine if the customer's installation of transmission equipment and facilities complies with the regulations specified in this tariff.
- (B) The Telephone Company will use reasonable efforts to provide occupancy of the multiplexing node(s) on time and will keep the customer advised of any delays.
- (C) The Telephone Company shall not be liable to a customer in any way as a result of failure to provide occupancy, provided that the Telephone Company has used its reasonable efforts to provide occupancy within the negotiated interval.
- (D) In the event the Telephone Company is delayed in providing occupancy to the customer for any reason other than the acts or omissions of the customer, the customer shall not be obliged to pay the rates and charges specified in Section 31.28 following until the date the Telephone Company provides occupancy of the multiplexing node to the customer.

28.2.4 Provision of Service

- (A) The Telephone Company, upon receipt of a customer's application, will make available to the customer at cost any Telephone Company-specific documentation listed in Section 28.1.7 preceding and shall advise the customer how to obtain Bellcore documentation and all other specifications listed in that section of the tariff.

(TR 1126)

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Vice President
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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)28.2.4 Provision of Service (Cont'd)

- (B) The Telephone Company will work cooperatively with the customer to develop an equipment layout that complies with the specifications described in Section 28.1.7 preceding to be placed within the multiplexing node, in order to minimize space requirements.
- (C) The Telephone Company will conduct a pre-construction survey for each customer request for a multiplexing node, cable space and conduit for which occupancy is requested to determine the availability of such spaces to accommodate a customer's facilities. In determining the availability of space in the Telephone Company's conduit system, serving wire center, access tandem or remote node, 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.
- (D) The Telephone Company will use reasonable efforts to notify the customer within fourteen (14) business days as to whether or not the request can be met. If space is available, the Telephone Company will negotiate a date with the customer as to when construction of the multiplexing node as set forth in Section 5.2.1(B) preceding may commence.
- (E) The Telephone Company shall designate all spaces to be occupied by the customer's facilities.
- (F) The Telephone Company will charge the customer for the design and construction work associated with Expanded Interconnection as set forth in Section 31.28 following.

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28. Expanded Interconnection (Cont'd)28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)28.2.4 Provision of Service (Cont'd)

- (G) The Telephone Company will notify the customer, in writing, of the completion of the design and construction work. Design and construction work includes all work performed by or on behalf of the Telephone Company, including but not limited to, all space design and preparation, the rearrangement of existing facilities, design and construction of the multiplexing node enclosure (for Expanded Interconnection applications received prior to December 26, 1998 only), design and placement of required support structures penetration of the building envelope or any other activity required to accommodate the installation of the customer's facilities in the Telephone Company space(s) covered under this tariff, including participation and work by the Telephone Company on behalf of the customer as part of the process to obtain any necessary permits, licenses or variances.
- (H) The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- (I) The Telephone Company will allocate common riser ducts and common racking where possible.
- (J) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will designate point(s) of termination on cross connect frames or similar devices within the serving wire center, access tandem or remote node as the point(s) of physical demarcation between the customer's facilities and the Telephone Company's facilities. The cross connect frames where the point of termination(s) are located will be provided at or near the multiplexing node. The customer may designate specific cross connects within the frame on a service by service basis when the order for such service is placed.
- (K) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the point of termination.

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28. Expanded Interconnection (Cont'd)28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)28.2.4 Provision of Service (Cont'd)

- (L) In New England, the Telephone Company is responsible for the installation and maintenance of the customer-provided fiber optic cable from the serving wire center, access tandem or remote node Entrance Manhole to the multiplexing node or from the multiplexing node to 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 Expanded Interconnection) and for the customer provided fiber optic feeder cable in the conduit. The Telephone Company will extend the customer's fiber optic cable to the cable vault and splice the cable to customer-provided fire retardant riser cable and deliver it to the customer's multiplexing node or from the multiplexing node to 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 Expanded Interconnection) subject to the charge specified in Section 31.13.1 following. The Telephone Company will also tag all entrance facilities to indicate ownership.
- (M) The Telephone Company will work cooperatively with the customer to accommodate as many Expanded Interconnection arrangements as possible at serving wire centers, access tandems or remote nodes where there is limited physical space available.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.3 Obligations of the Customer - Fiber Optic - Physical28.3.1 Requests for Service

- (A) Customers must request Expanded Interconnection through their Telephone Company point of contact. The point of contact will provide the customer with an Expanded Interconnection Application (EIA) through which they must convey their requirements for space and associated requirements such as power and environmental conditioning, and any other matters of a special nature pertaining to customer occupancy.
- (B) The customer shall complete a written application for occupancy of any multiplexing node, cable space or conduit.
- (C) The customer must pay the Telephone Company 20% of the total Space and Facility nonrecurring charges, as specified in Section 31.28 following at the time the customer submits to the Telephone Company the completed application for occupancy of any multiplexing node, cable space or conduit. Receipt of the application and payment will determine the order of priority of customer's request.

At the time that the Telephone Company provides the customer with its proposal for the design and construction work, the customer must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company an additional 30% of the total Space and Facility nonrecurring charges. If the Telephone Company does not receive the signed proposal and the additional 30% of the total Space and Facility nonrecurring charge within 30 days of the customer 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 Expanded Interconnection arrangement requests. The Telephone Company will refund any unused portion of the customer's initial payment of 20% of the total Space and Facility nonrecurring charge which was submitted with the Expanded Interconnection Application.

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28. Expanded Interconnection (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical

28.3.1 Requests for Service (Cont'd)

(C) (Cont'd)

The balance of the Space and Facility nonrecurring charges will be billed to the customer at the time the Telephone Company grants occupancy of or 30 days from the date the Telephone Company provides access to the multiplexing node, cable space and/or conduit to the customer as specified in Section 28.2.3(A) preceding.

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

For applications received after December 26, 1998, a customer that chooses to enclose its multiplexing node must arrange with a Telephone Company approved contractor to construct the enclosure.

(D) If a customer withdraws its request, the customer is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the customer.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)28.3.2 Installation of Customer Provided Equipment/Facilities

(A) In New York Telephone, the customer will be responsible for servicing, supplying, repairing, installing and maintaining the following:

- the fiber optic cable(s)
- its transmission equipment located in the multiplexing node
- the connection cable and associated equipment, and any associated cross-connections which may be required between the multiplexing node and the point(s) of termination.

In New England Telephone, the customer will be responsible for supplying the fiber optic cable(s). In addition, the customer will be responsible for servicing, supplying, repairing, installing and maintaining its transmission equipment located in the multiplexing node.

(B) The customer will provide, install and maintain in its multiplexing node any repeaters which may be necessary as a result of the physical distance between the multiplexing node and the serving wire center, access tandem or remote node terminations of 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.

(C) The customer will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the multiplexing node, and installation of the customer's equipment within its multiplexing node to ensure that services are installed in accordance with the service request.

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28. Expanded Interconnection (Cont'd)28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

- (D) The customer must sign the Design and Construction Work Completion Notice as set forth in Section 28.2.4 preceding, indicating acceptance of the design and construction work and provide the Telephone Company with a deposit, as set forth in Section 28.9.11 following, prior to beginning installation work or occupancy.
- (E) Customer access to the multiplexing node will be provided only after receipt of the deposit, and execution of the Design and Construction Work Completion Notice.
- (F) The customer must meet all Telephone Company fire, safety and housekeeping requirements.
- (G) The customer is responsible for bringing its fiber optic facility to the serving wire center, access tandem or remote node Entrance Manhole. The customer must provide a length of underground fiber optic cable in the serving wire center, access tandem or remote node Entrance Manhole specified by the Telephone Company of sufficient length to be pulled through the serving wire center, access tandem or remote node conduit and into the serving wire center, access tandem or remote node cable vault splice location. In New York Telephone, the customer is responsible for the installation and maintenance of the customer-provided fiber optic cable from the serving wire center, access tandem or remote node Entrance Manhole to the multiplexing node and for the customer-provided fiber optic feeder cable in the conduit.
- (H) The customer must be required to provide a three year forecast for planning and duct allocation purposes.

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28. Expanded Interconnection (Cont'd)28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

- (I) In New York Telephone, the customer is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its fire retardant inside riser cable within the serving wire center, access tandem or remote node cable vault or designated splicing chamber. The splice in the serving wire center, access tandem or remote node cable vault must be a mechanical splice, to avoid safety hazards, no fusion splicing will be permitted.

For Fiber Optic Expanded Interconnection, the Telephone Company reserves the right to prohibit all equipment and facilities, other than cable, from its serving wire center, access tandem or remote node Entrance Manholes. No splicing will be permitted in the serving wire center, access tandem or remote node Entrance Manhole.

- (J) In New York Telephone, the customer must tag all entrance facilities to indicate ownership.
- (K) The customer must size the facilities to meet three-year forecasted demand, where feasible, in order to avoid unnecessary reinforcements or rearrangements.
- (L) In New York Telephone, the customer is responsible for placing its fire retardant riser cable from the serving wire center, access tandem or remote node cable vault to the multiplexing node.
- (M) The customer is responsible for providing fire retardant riser cables which must comply with the normal Telephone Company practices and safety requirements for Central Office Cabling (TR-NWT-000409 and National Electrical Code) as they relate to fire, safety, health and environmental safeguards.
- (N) The customer and the Telephone Company will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault to the customer's multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements.

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28. Expanded Interconnection (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)

28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

- (0) The customer must obtain the Telephone Company's written approval of customer proposed scheduling of work prior to beginning any construction of its multiplexing node enclosure, delivery, installation, replacement or removal work for equipment and/or facilities located within the customer's multiplexing node, 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. Such approval will not be unreasonably withheld.

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28. Expanded Interconnection (Cont'd)28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

- (P) The customer will be responsible for accepting delivery, installation and maintenance of its equipment. The customer shall have the right to use a portion of the serving wire center, access tandem or remote node and loading areas designated by the Telephone Company, if available, on a temporary basis during the customer's equipment installation work in the multiplexing node. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.
- (Q) The customer is responsible for protecting the Telephone Company's equipment and serving wire center, access tandem or remote node flooring within the staging area and along the staging route.
- (R) The customer must store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).
- (S) The customer or its approved vendor or contractor will have access to its multiplexing node and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The customer may be escorted in areas outside its multiplexing node by qualified Telephone Company employees for these occasions, subject to the charges set forth in Section 31.13.2 following.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual

28.4.1 Requests for Service

(A) Customers must request virtual collocation through their Telephone Company point of contact.

(1) The point of contact will provide the customer a virtual collection application through which they must convey their requirements for space and equipment to be installed in the central office.

Completed applications for collocation must be sent directly to the Telephone Company collocation project manager at the following address:

Collocation Project Manager
Bell Atlantic
375 Pearl Street, Room 2101
New York, NY 10038
Tel: 212-429-6212

(2) The rates and charges for virtual collocation are as follows.

(a) An application fee, as set forth in Section 31.28 following, applies in order to process the customer's completed application. This fee applies per virtual collocation requests, per central office where the customer requests to establish virtual collocation. The application fee is differentiated as being associated with the initial application or an application for an augment.

- An Initial Application Fee is to be submitted by the customer with their application to establish virtual collocation. This fee applies for all new virtual collocation arrangements as well as subsequent equipment additions to an existing arrangement, and provides for application processing, and for the Telephone Company's performance of an initial site visit and an engineering evaluation.

Certain regulations previously found on this page can now be found on Original Page 28-41.1.

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2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual

28.4.1 Requests for Service

(A) (Cont'd)

(2) (Cont'd)

(a) (Cont'd)

- An Augment Application Fee applies when the customer requests that the Telephone Company recable existing transmission equipment, install cabling of partially equipped transmission equipment or augment its DC power requirements. The fee must be submitted along with an augment application. The fee applies per request, per central office where the customer requests additional equipment or to augment its DC power requirements. The Augment Application Fee also applies for augmentation of DC power to either a physical or virtual Expanded Interconnection arrangement as specified in 28.2.1 preceding.

(M)
(M)
(T)
(C)
(C)
(M)
(M)
(C)
|
(C)

Certain regulations on this page formerly appeared on Original Page 28-41.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)28.4.1 Requests for Service (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(a) (Cont'd)

No application fee applies in association with software upgrades or the addition of cards to partially equipped transmission equipment.

In New York Telephone, when the customer elects to directly subcontract a Telephone Company approved vendor to perform initial and/or subsequent equipment installations, the customer will submit the same application and application fee.

If a customer cancels its request prior to installation, any unused portion of the application fee will be refunded.

(b) An Engineering and Implementation Fee, as set forth in Section 31.28 following, will apply upon completion of site implementation. These fees recover the expenses associated with the planning, Telephone Company engineering, and project management of the virtual collocation arrangement, as well as the engineering project management functions performed during the installation of the virtually collocated equipment. If the collocated equipment is non-standard, the fee will be quoted for the customer-specific equipment on a case-by-case basis.

- For initial installations, Initial Engineering and Implementation fees apply for installation of new virtual collocation equipment. The charge is differentiated by the party which is performing the installation as being either the Telephone Company or a customer selected, Telephone Company approved vendor. In New York Telephone, the Initial Engineering and Implementation fee applies for both new arrangements (initial installations) and to subsequent equipment additions (subsequent installations) to existing arrangements.

- For subsequent installations in New England Telephone, Subsequent Engineering and Implementation fees apply for installation of additional virtual collocation equipment.

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28. Expanded Interconnection (Cont'd)

(S)(x)

28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)

28.4.1 Requests for Service (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

- For augments to existing virtual collocation arrangements, Augment Engineering and Implementation Fees apply for either (i) rearrangement of equipment or cabling or (ii) software upgrades or cards. The Rearrangement of Equipment or Cabling charge applies to an existing collocation arrangement that was partially cabled and/or equipped at the time of the initial installation and for requests to further equip a virtual collocation arrangement by adding additional equipment and/or cabling. This charge also applies if the customer has elected to have transmission equipment reconfigured. The Software Upgrade or Cards charge applies on a per shelf basis for upgrading software or replacing or adding cards to existing equipment.

In New York Telephone, all vendor costs associated with virtual collocation equipment installation will be passed on to the customer on a dollar-for-dollar basis ("vendor pass through"). In New England Telephone, rates as set forth in Section 31.28.2(J) following will apply for OC3, OC12 and OC48 installations. An installation fee will be developed on an individual case basis for customer-specific equipment which can not be adequately classified as OC3, OC12 or OC48.

(S)(x)
 (T)(y)
 (S)(x)

(B) The Telephone Company will retain project management responsibility and authority related to actual installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance assignments, etc.). The customer and its chosen vendor will work cooperatively with the Telephone Company representatives with project management responsibility.

Any and all expenses associated with placing the customer's fiber in manhole zero, including license fees shall be the responsibility of the customer.

(S)(x)

(x) Material scheduled to become effective May 4, 1999 under Transmittal No. 1126.

(y) Issued under authority of Special Permission No. 99-57 of the Federal Communications Commission.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)28.4.1 Requests for Service (Cont'd)

- (C) All services shall be connected to the output cables of the virtual collocation arrangement using Telephone Company designated cable assignments, not channel assignments. The selection and assignment of pairs for specific connections shall be done by the customer as each service is ordered. This assignment information shall be submitted with each service order.
- (D) When a customer requests a virtual collocation arrangement consisting of equipment which the Telephone Company does not use in that particular central office to provide service to itself or another customer (non-standard virtual collocation arrangement), the customer shall be responsible for training fifty percent (50%), but no fewer than five (5) of the Telephone Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Telephone Company does not have at such location(s) must be provided by the customer with adequate manufacturer's training. No virtual collocation arrangement will be deemed ready for service until necessary training has been completed. In the event of an equipment upgrade, the customer must provide any required secondary training.
- (E) The customer is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Telephone Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the customer. The customer shall also pay for the Telephone Company's technicians' time subject to the labor rates as set forth in 31.13.2 following. When travel is required, travel expenses associated with training will be charged to the customer based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The customer also has the option of arranging and paying for all travel expenses for the Telephone Company technicians directly.

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28. Expanded Interconnection (Cont'd)28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)28.4.1 Requests for Service (Cont'd)

- (F) If a customer cancels or withdraws its request prior to turn-up, the customer is responsible for all costs and liabilities incurred by the Telephone Company in the developing, establishing or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.
- (G) Once a customer has established a virtual collocation arrangement, changes to the existing configuration, including growing, upgrading, and/or reconfiguring the current equipment are considered rearrangements to that virtual collocation arrangement. If a customer decides to rearrange an existing virtual collocation arrangement, the customer must submit a new application outlining the details of the rearrangement.

Rearrangements are subject to the Application Fee (Augment) and the Engineering and Implementation Fee (Augment) as set forth in Section 31.28 following. The application of these fees is dependent upon whether the rearrangement involves the installation of additional equipment and/or cabling, the reconfiguration of existing equipment, the addition of cards to existing equipment or a software upgrade.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual28.5.1 Provision of Service

- (A) Customer requests received by the Telephone Company for virtual interconnection arrangements will be processed by the Telephone Company on a first come - first served basis.
- (B) Upon receipt of a completed application and associated application fee, the Telephone Company will conduct an application review, engineering review and site survey at the requested central office location. The Telephone Company will notify the customer of the results of this review and site survey.
- (C) The Telephone Company and the customer shall work cooperatively to jointly plan the implementation milestones. The Telephone Company and the customer shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the customer-provided transmission equipment and for training. The Telephone Company will notify the customer of issues or unanticipated delays as they become known. The Telephone Company and the customer shall conduct additional joint planning meetings to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.
- (D) The Telephone Company exercises exclusive physical control over the central office-based transmission equipment that terminates the customer's circuits and provides the installation, maintenance and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Any Telephone Company-provided installation, maintenance and/or repair servicing of equipment will be provided in the same manner that it provides this work for itself. Such work will be performed by the Telephone company under the direction of the customer.

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28. Expanded Interconnection (Cont'd)28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual (Cont'd)28.5.1 Provision of Service (Cont'd)

- (E) The Telephone Company is responsible for pulling the fiber from manhole zero into and through the Cable Entrance Facility (i.e., vault) to the splice point, for providing and mounting the appropriate splice enclosure or shelf and for performing the splice to Telephone Company provided Optical Fiber Non-metallic Riser-rated (OFNR) type cable. The customer will be subject to Additional Labor Charges will apply as set forth in 31.13.2 following.
- (F) The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the central office, the Telephone Company shall assume ownership of and maintain the fiber.
- (G) The Telephone Company will provide and maintain the OFNR type fibers, associated fiber distribution frame termination, splice enclosure and that portion of the Telephone company-owned, customer-provided cable between manhole zero and the central office splices. The Entrance Fiber Termination Rate as set forth in Section 31.28 following will apply to the customer on a per termination basis in units of twelve (12) strands of fiber.
- (H) The Telephone Company will provide and maintain cross connections between the entrance fiber terminations and the virtual collocation equipment. The customer will be subject to the Equipment Fiber Distribution Frame to Virtual Collocation Arrangement rate, per two strands of fiber, as set forth in 31.28 following.
- (I) The Telephone Company will provide -48 VDC protected power to the customer's equipment. The DC Power rate as set forth in 31.28 following will apply per load amp ordered on each feed. (S)(x)
- DC power for Expanded Interconnection virtual collocation arrangements is provided under the same terms and conditions which apply for physical Expanded Interconnection arrangements as set forth in 28.2.1 preceding. (S)(x)
(S)(x)
(C)(y)
- (J) The Telephone Company shall provide monthly support services for the customer, subject to the Equipment Support Rate set forth in 31.28 following, which includes the cost of providing floor space, rack space for the equipment to be mounted, environmental support, and central office and environmental alarming to directly support the equipment itself. Rack space excludes DC power and fuse panel. The Telephone Company will notify the customer if a local office alarm detects an equipment affecting condition.
- (x) Reissued material originally filed under Transmittal No. 1373 and scheduled to become effective April 26, 2001.
- (y) Issued on the same day's notice under authority of Special Permission No. 00-030 of the Federal Communications Commission.

(TR 1375)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual (Cont'd)28.5.1 Provision of Service (Cont'd)

- (K) The Telephone Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the customer at the number provided and service the equipment as instructed and directed by the customer.
- (L) The Telephone Company will provide segregated and secured spare cabinet racks for the customer-provided maintenance spares in the customer-provided spare plug-in/card cabinet at the rates set forth in Section 31.28 following.
- (M) When a plug-in/card is determined by the Telephone Company to be defective, the Telephone Company will label the plug-in as DEFECTIVE and place it in the customer-dedicated plug-in/card storage cabinet. The customer will be notified as the plug-in/card is replaced. The customer is then responsible to contact the Telephone Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card. The Telephone Company will not provide spare plug-ins/cards under any circumstances, nor is the Telephone Company responsible for the customer's failure to replace defective plug-ins/cards.
- (N) The Telephone Company will commence billing for virtual collocation arrangements (e.g., nonrecurring and recurring rates for entry fiber, power, etc., as set forth in 31.28 following) upon completion of the installation, when it shall have finished all elements of installation under its control. The readiness of the customer to utilize the completed virtual collocation arrangement will not impair the right of the Telephone Company to commence billing.
- (O) If a customer wishes to view its virtual collocation arrangement in a Telephone company central office, the customer'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 31.13.2 following.
- (P) Whenever work is performed on a virtual collocation arrangement that is not a part of implementing or provisioning a standard virtual collocation arrangement, additional labor charges as specified in 31.13.2 following will apply.

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28. Expanded Interconnection (Cont'd)

28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual (Cont'd)

28.5.1 Provision of Service (Cont'd)

- (Q) The CATT to Virtual Fiber Distributing Frame (FDF) rate applies to the customer subscribing to a Virtual Expanded Interconnection arrangement who has elected to have cabling provided to its Expanded Interconnection arrangement under the provisions set forth in 28.11 following. The CATT to Virtual Fiber Distributing Frame (FDF) rate applies for each twelve stands of fiber terminated at the Fiber Distributing Frame as set forth in Section 31.28.2(H) following. (N)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General28.6.1 Provision of Service

- (A) Microwave Expanded Interconnection is available on a first-come first-served basis where feasible in each Telephone company serving wire center, access tandem or remote node on a negotiated interval.

The minimum period for which Microwave Expanded Interconnection is provided is three months.

- (B) The Telephone Company will provide interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7. preceding and SONET Service as specified in Section 26.1.5 preceding: (S)(x)
(S)(x)
- High Capacity Service
 - 1.544 Mbps
 - 44.736 Mbps (Electrical)
 - NYNEX Enterprise DS1 Service
 - NYNEX Enterprise DS3 Service
 - IntelliLight® Shared Single Path (ISSP) (N)
 - IntelliLight® Broadband Transport OC-3, OC-3c, OC-12 or OC-12c (S)(x)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. Preceding:

- Feature Groups B, C and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk BSA - Option 1, 2,3 and 4 provided with a DS1 or DS3 Entrance Facility
- Directory Access Service
- IntelliLight® Shared Single Path (ISSP) (N)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

- (x) Material scheduled to become effective November 28, 2000 under Transmittal No. 1349.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd)

28.6.1 Provision of Service (Cont'd)

Within forty-five (45) days of receipt of a written request for interconnection of Special Access or Switched Access Services other than those listed above, the Telephone Company will file to allow interconnection of such service(s) to be effective upon forty-five (45) days' notice.

In addition, the Telephone company will provide an Enhanced Ordering Option (E00), as specified in Section 5.2 preceding, which allows a customer other than the collocated customer or a customer under common ownership with that collocated customer to order service to an Expanded Interconnection multiplexing node as agent for the collocated customer.

- (C) Customer's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other customer's or tenant's facilities and must comply with the Technical Specifications specified in Section 28.6.5 following.

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" (ANSI C95.1-1982) is the minimum standard to be met by the customer in all cases.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.1 Provision of Service (Cont'd)

(C) (Cont'd)

Prior to installation of customer facilities or transmission equipment, the customer 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.

(D) The customer must perform all work using vendors that meet the same requirements as vendors who perform work for the Telephone Company. Such vendors must comply with the requirements specified in NYNEX Certification Process for Central Office Detail Engineering and Installation/Removal Service, (NIP-74166, Issue No. 1).

(E) The customer must pay a maintenance of service charge as specified in Section 13.3.1 preceding whenever Telephone Company personnel are required to identify a trouble as being on the customer's side of the point of termination e.g., in the connection cabling or associated cross connection or customer antenna and associated microwave equipment.

(F) If at any time the Telephone Company reasonably determines that any customer's facilities or equipment or the installation of the customer's facilities or equipment does not meet the requirements outlined in this tariff, the customer will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. If the customer fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the customer, the Telephone Company may have the facilities or equipment removed or the condition corrected at the customer's expense.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.1 Provision of Service (Cont'd)

- (G) If the Telephone Company reasonably determines that any customer activities, equipment or facilities are unsafe, do not meet the specifications described in 28.6.5 or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment or place it on hold. When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the customer fifteen (15) days written notice to correct the condition. However, when such conditions pose an immediate threat to the safety of the Telephone Company's employees or others, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the roof, the walls or the cable 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 customer. The cost of this work and/or actions will be subject to the charges set forth in Section 31.13.2 following.

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28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd)

28.6.1 Provision of Service (Cont'd)

- (H) Where the customer intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node, roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the customer must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld.

The customer shall not make any changes from 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.

- (I) The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.1 Provision of Service (Cont'd)

- (J) A customer may be escorted by a qualified Telephone company employee, subject to the charges set forth in Section 31.13.2 following, if a customer requires access to transmitter/receiver space or cable risers and racking for maintenance purposes.

At the option of the Telephone Company, the customer may be accompanied by a Telephone Company designated representative for access to roof space, subject to the charges set forth in Section 31.13.2 following.

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 costs for such activities will be billed to the customer, subject to the charges set forth in Section 31.13.2 following.

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 customer 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 his choice specializing in this type of inspection. For customer owned structures that are solely for the use of one customer's antenna(s), such inspection will be at the customer's own cost and expense. For structures used by multiple customer, the costs associated with such inspection shall be apportioned based on relative capacity ratios as specified in 28.4.2(E) following. A copy of this report may be filed with the Telephone Company within ten (10) days of the inspection. the owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety (90) days.

The customer 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 customer's facilities or equipment located in roof space or transmitter/receiver space. The customer also agrees to take all necessary corrective action.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space

A customer may establish a multiplexing node at the specified Telephone Company serving wire center(s), access tandem(s) or remote node(s) at which the customer installs microwave antenna facilities on the exterior of the building subject to the following provisions:

- (A) The customer may use the multiplexing node, transmitter/receiver space and roof space solely for the purposes of installing, maintaining and operating customer provided transmission equipment to interconnect with telecommunications services and facilities provided by the Telephone Company in accordance with the rates and regulations specified in this tariff and for no other purpose.
- (B) The customer may use a multiplexing node, roof space and transmitter/receiver space to place equipment owned or leased, installed, operated and maintained by a customer, which interconnects with Telephone Company facilities or equipment in accordance with the rates and regulations specified in this tariff. Any microwave antenna supporting structure to be located in, on or above a Telephone Company building roof or exterior wall may be provided by the customer or the Telephone Company. Installation and ownership regulations pertaining to antenna support structures are set forth in Section 28.6.2(E) following.
- (C) Customers may order a multiplexing node that is a minimum of 25 square feet, with a height of approximately eight (8) feet, which may be expanded by an additional 25 square feet (maximum 50 square feet in total); or a customer may order a multiplexing node that is a minimum of 80 square feet, with a height of approximately eight (8) feet, which may be expanded in 20 square foot increments. When expanding the size of a multiplexing node, the additional space will be contiguous to the space associated with the existing multiplexing node.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(C) (Cont'd)

The charge for a multiplexing node is set forth in Section 31.28(A) following as an Expanded Interconnection Space and Facility per office charge which applies for the first 100 square feet. When the multiplexing node is less than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and subtracting that amount from the charge for 100 square feet. When the multiplexing node is more than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and adding that amount to the charge for 100 square feet.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(C) (Cont'd)

The following example describes the calculation performed to determine the charge for a multiplexing node which is greater than 100 square feet.

Example 1: Customer requests 120 sq. ft. multiplexing node

	-For applications received prior to December 26, 1998	
\$51,440.20	- Standard Space and Facility per office charge (first 100 square feet)	
+	<u>5,144.00</u>	- add'l cost (20 sq. ft. X \$257.20) of contiguous space
	56,584.20	- Adjusted Space and Facility per office charge for 120 sq. ft. multiplexing node
	-For applications received after December 26, 1998	
\$47,686.20	- Standard Space and Facility per office charge (first 100 square feet)	
+	<u>5,144.00</u>	- add'l cost (20 sq. ft. X \$257.20) of contiguous space
	53,830.20	- Adjusted Space and Facility per office charge for 120 sq. ft. multiplexing node

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(C) (Cont'd)

The following example describe the calculation performed to determine the charge for a multiplexing node which is less than 100 square feet.

Example 2:	Customer request 80 sq. ft. multiplexing node
	-For applications received prior to December 26, 1998
	\$51,440.20 - Standard Space and Facility per office charge (first 100 square feet)
-	5,144.00 - Reduction (20 sq. ft. X \$257.20)
	46,296.20 - Adjusted Space and Facility per office charge for 80 sq. ft. multiplexing node
	-For applications received after December 26, 1998
	\$47,686.20 - Standard Space and Facility per office charge (first 100 square feet)
+	4,768.60 - Reduction (20 sq. ft. X \$238.43)
	42,917.60 - Adjusted Space and Facility per office charge for 80 sq. ft. multiplexing node

The customer may select from the following options regarding the termination of its facilities at its multiplexing node. However, the customer is limited to only one option per multiplexing node.

- (1) The Telephone Company will provide the Point of Termination (POT) Bay in a common area located at or near the multiplexing node. Appropriate Office Channel Termination (OCT) charges as set forth in Section 31. following will apply. (C)

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(C) (Cont'd)

- (2) The customer will provide the POT Bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node. Appropriate OCT charges as set forth in Section 31. following will apply. (C)
- (3) The customer will provide the POT Bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT Bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the customer to bring it into the multiplexing node and terminate it on the POT Bay. Appropriate OCT charges as set forth in Section 31. following will apply. (C)

Customers in interconnection arrangements prior to August 12, 1997 may choose to have the Telephone-Company provided POT Bay disconnected and their own POT Bay installed as described in Option 2 or 3 preceding. Within thirty (30) days of such a request, the Telephone Company will file in its tariff, to become effective on 15 days' notice, general nonrecurring charges which will enable the Telephone company to recover the labor costs associated with the rewiring of the POT Bay. Installation of the POT Bay under Option 2 or Option 3 preceding will be subject to the charges set forth in Section 31.13.2 following.

Additional space will be provided on an as needed basis where feasible if the customer's existing space is being "efficiently used" as described following. The Telephone Company will make reasonable efforts to provide additional space contiguous with the customer's existing multiplexing node; however, the Telephone Company makes no guarantee to that effect.

- (D) When used in connection with the multiplexing node, "efficiently used" shall mean that the customer has interconnected with Telephone Company Special or Switched Access Services and that substantially all of the floor space is taken up by the transmission equipment as specified in this tariff, metal storage cabinets or work surfaces as need to provide service. Such transmission equipment must be placed no greater than 20% above the minimum distances permitted by Bellcore Network

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(D) (Cont'd)

Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE) and Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). When used in connection with roof space and transmitter/receiver space, "efficiently used" shall mean that the customer's facilities occupying such space(s) are in operation in accordance with this tariff for substantial periods of time each month. The determination as to whether or not this criterion is met is solely within the reasonable judgment of the Telephone Company.

If space is needed to accommodate another customer or the Telephone Company's service, the Telephone Company will take back from the customer space that is not being "efficiently used". The customer will have one hundred eighty (180) days from notice by the Telephone Company to either meet the criterion for efficient use established preceding or vacate the portion of such space which is not being efficiently used.

(E) 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 customer. The Telephone Company reserves the right to use existing support structures for a customer'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 customer for any reason, subject to the provisions set forth below.

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 customer is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Expanded Interconnection on a first-come first-served basis.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(E) (Cont'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 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 user's RCRs and the owner's RCR shall at all times equal 1.00.

The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described above except that the owner of the structure may assess other user's a proportionate share of inspection costs as specified in Section 28.4.1(J) preceding and the Telephone Company may assess Microwave Expanded Interconnection customers monthly recurring charges for use of its roof space as set forth in Section 28.4.8 following.

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28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(E) (Cont'd)

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.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(E) (Cont'd)

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.

When a customer is the owner of the structure, the proposed user shall pay the owner directly the one-time charge as set forth above. When the Telephone Company is the owner of the support structure, it shall file the one-time charge and subsequent inspection charges in its tariff on an individual case basis. In the event that a customer who owns 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.

(F) For Expanded Interconnection applications received prior to December 26, 1998, the Telephone Company may enclose the customer's multiplexing node in an area or room. The Telephone Company will arrange for the construction of a secure enclosure around the multiplexing node. The enclosure will conform with the standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

For Expanded Interconnection applications received after December 26, 1998, the customer may, at its own expense, contract directly with a Telephone Company approved contractor for a standard or non-standard enclosure for its multiplexing node. The customer provided enclosure must conform with Telephone Company specifications and standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(F) The customer will be permitted to locate customer-provided central office equipment needed to terminate basic transmission facilities, including:

- Optical Line Terminating Multiplexers (OLTM)
- Central Office Multiplexers

The customer may not place in its multiplexing node other types of equipment (such as enhanced services or customer premises equipment) except as specified in 28.6.2(Q) following. In addition to the above, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Telephone Company.

A customer may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company serving wire center environmental standards. To help ensure the availability of sufficient space for all customers, the storage cabinets and work surfaces must not take up more than the amount of space specified in 28.6.2(D) preceding which describes the efficient use of space and must meet the Telephone Company's central office environmental standards.

(G) Where feasible, the Telephone Company will designate space on or above the exterior walls and roof of each serving wire center, access tandem or remote node which will constitute roof space.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

- (H) The Telephone Company will designate the space in, on or above the exterior walls and roof of the serving wire center, access tandem or remote node which will constitute the transmitter/ receiver space. The Telephone Company may require customer'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 enclose the customer's transmitter/receiver equipment.
- (I) The Telephone Company will designate the floor space within each serving wire center, access tandem or remote node which will constitute the multiplexing node.
- (J) Upon request, where feasible, the Telephone Company will provide two points of entry to the serving wire center, access tandem or remote node.
- (K) When a customer occupies more than one multiplexing node, roof space, transmitter/receiver space or cable vault location within the same serving wire center, access tandem or remote node, the customer may interconnect its transmission equipment contained in such spaces. In New York Telephone, at these locations, the customer will be responsible for supplying, installing and maintaining the cabling between the customer's different space locations using Telephone Company designated supporting structures. In New England Telephone, at these locations, the customer will be responsible for supplying the cabling which the Telephone Company will install and maintain between the customer's different space locations using Telephone Company-designated supporting structures, subject to the charges set forth in Section 31.13.2 following.
- The Cable Space rate set forth in Section 31.28 following will apply, per cable, per linear foot.
- (L) Reserved for future use.

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28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

- (M) A customer may not provide or make available to any third party space within its multiplexing node, roof space or transmitter/receiver space, except as provided in this tariff.
- (N) 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), access tandem(s) or remote node(s) in such a manner that will best enable it to fulfill its own service requirements.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

- (O) The customer may not construct improvements or make alterations or repairs to the multiplexing node, transmitter/receiver space, and roof space without the prior written approval the Telephone Company, which the Telephone Company will not unreasonably withhold.
- (P) A customer may use the same multiplexing node for both Switched and Special Access Fiber Optic and Microwave Expanded Interconnection.
- (Q) The customer may order from the Telephone Company Business Message Rate Service as specified in the Telephone Company's exchange tariffs for its own use (i.e., for administrative purposes) within the multiplexing node. Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in Telephone Company serving wire centers, access tandems or remote nodes.

28.6.3 Reservation of Space

- (A) A customer can request additional space in Telephone Company serving wire centers, access tandems or remote nodes by completing a new application form. Customer's may only reserve multiplexing node space.
- (B) A customer with an existing multiplexing node may reserve space in the same serving wire center, access tandem or remote node which may be used at some future date. If space is available, the Telephone Company will reserve the space until such time as it requires the reserved space. The Telephone Company will make reasonable efforts to assign the reserved space so that it is contiguous with the customer's existing multiplexing node. However, the Telephone Company makes no guarantee that it can do so.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.4 Reclamation of Space

- (A) The Telephone Company shall have the right, upon six months' notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node, transmitter/receiver space, roof space or cable space in order to fulfill its obligations under state and Federal laws and the Telephone Company's tariffs, to provide telecommunications services to its customers. In the event of a reclamation, the Telephone Company will reimburse the customer for reasonable direct costs in connection with the removal of the customer's equipment.
- (B) The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node and associated cable, transmitter/receiver space or roof space where the serving wire center, access tandem or remote node premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the customer with 180 days' written notice of such termination and identify the schedule by which the customer must proceed to have customer provided equipment or property removed from the multiplexing node(s) and associated cable, transmitter/receiver space and roof space. The customer shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing a customer from making its own claim against the eminent authority ordering the taking of the serving wire center, access tandem or remote node premises.
- (C) In the event the use of the Telephone Company's serving wire center, access tandem or remote node roof is limited by any authority having jurisdiction or due to physical constraints, the Telephone Company reserves the right to rearrange the customer's facilities to accommodate either of these limitations at the customer's expense.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.4 Reclamation of Space (Cont'd)

- (D) The Telephone Company will negotiate a schedule with the customer under which such relocation could be effected. The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, transmission equipment and structures. The customer will be responsible for relocating its transmission equipment, multiplexing node enclosure (if such enclosure was provided by the customer) facilities and any other property. The customer and the Telephone Company will work together in good faith to minimize any disruption of the customer's services as a result of such relocation.
- (E) In an emergency the Telephone Company reserves the right to rearrange a customer's facilities occupying roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the customer prior to rearranging a customer's facilities. If such emergency is a result of the customer's occupancy of space(s) under this tariff or as a result of any act or omission such rearrangement will be subject to the charges set forth in Section 31.13.2 following.

28.6.5 Technical Specifications

- (A) Customer equipment must conform to the technical specifications set forth in (F) following.
- (B) Customer equipment and installation of customer's equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201).

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.5 Technical Specifications (Cont'd)

- (C) The customer must also comply with NYNEX Technical Specifications for Microwave Collocation Interconnection (NIP 74171) and NYNEX Digital Environmental Requirements (NIP 74165), as they relate to fire safety, health, environmental, and network safeguards, and ensure that customer provided equipment and installation activities do not act as a hindrance to Telephone Company services or facilities. The customer 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.
- (D) Customer facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the NYNEX Technical Specifications for Microwave Collocation Interconnection (NIP 74171), National Electric Code (NEC), the National Electrical Safety Code (NESC), Rules and Regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.
- (E) All customer facilities must comply with Bellcore 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 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.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.5 Technical Specifications (Cont'd)

- (F) The equipment located in, on, or above the exterior walls or roof of the Telephone Company building must either be on the Telephone Company's list of approved products or comply with the Bellcore 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 NYNEX Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), NYNEX 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 Telephone Company services or facilities.

Where a difference in specification may exist, the more stringent shall apply.

The Telephone Company does not assume responsibility for the design, engineering, testing or performance of the customer's equipment or facilities.

- (G) 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).
- (H) The customer, 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 customer with respect to the serving wire center, access tandem or remote node whether or not arising out of the customer's use or manner of use.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.6 Telephone Company Access to Multiplexing Node and Transmitter/Receiver Space

The customer will provide emergency access to its multiplexing node 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.

28.6.7 Mixed Use Expanded Interconnection

Customers who interconnect interstate services provided under the regulations specified in this tariff at a multiplexing node established under an intrastate tariff will be subject to the regulations specified in 2.3.10 preceding.

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28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.8 Rates and Charges

The customer is subject to nonrecurring charges and/or recurring rates for use of Telephone Company owned space and facilities and for the provisioning of customer provided facilities within the serving wire center, access tandem or remote node. The rates and charges for Microwave Expanded Interconnection are set forth in Section 31.28 following.

Monthly rates are applicable to each Microwave Expanded Interconnection customer for the space (generally on the serving wire center, access tandem or remote node roof) associated with Telephone Company or customer owned antenna support structures. The rate is calculated using the rate per square foot as specified in Section 31.28 following multiplied by the square footage of the footprint, which resultant is multiplied by the customer's relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of the customer's antennas.

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 the customer. 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. The RCR is calculated as specified in Section 28.6.2 preceding.

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28. Expanded Interconnection (Cont'd)28.7 Undertaking of the Telephone Company - Microwave28.7.1 Power

The Telephone Company will supply the floor space, transmitter/receiver space and 110V commercial A.C. power, heat, air-conditioning and other environmental support, as well as work and services which support the overall operation of the serving wire center, access tandem or remote node in the same manner as it provides such support items to its own equipment within that serving wire center, access tandem or remote node.

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 a customer to provide power or environmental support to the roof space, the customer will supply all associated materials, as specified by the Telephone Company, which the Telephone Company will have installed at the customer's cost.

- (A) The Telephone Company will provide 110V A.C. commercial power for two electrical outlets and lighting for frames within the multiplexing node.
- (B) The Telephone Company will also provide 48-volt battery-backed D.C. power for customer provided equipment located in the multiplexing node subject to the rates and charges specified in Section 31.28 following.

DC power for Microwave Expanded Interconnection multiplexing nodes is provided under the same terms and conditions which apply for physical Expanded Interconnection arrangements as set forth in 28.2.1 preceding.

(N)
|
(N)

- (C) The Telephone Company will provide 110V commercial A.C. power for electrical outlets and lighting to the transmitter/receiver space. The customer will supply all associated materials, as specified by the Telephone Company, for the Telephone Company to bring 110V commercial A.C. power to the transmitter/receiver space. The customer will be charged the cost of installation incurred by the Telephone Company. The Telephone Company may also provide 48-volt battery-backed D.C. power for the customer's equipment located in the multiplexing node subject to the rates and charges specified in Section 31.28 following. In the event special work is required to provide power or environmental support to the transmitter/receiver equipment, the customer will supply all associated materials which the Telephone Company will arrange to have installed and the costs incurred will be charged to the customer.

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28. Expanded Interconnection (Cont'd)28.7 Undertaking of the Telephone Company - Microwave (Cont'd)28.7.2 Provision of Space

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

28.7.3 Occupancy

- (A) The Telephone Company will grant access to space, for purposes of placing equipment, upon:
- the completion of the design and construction work including cut down of Telephone Company cabling at the point of termination based on the type of service requested.
- The Telephone Company will grant occupancy for all space upon:
- the completion of the Telephone Company's post installation inspection to visually determine if the customer's installation of transmission equipment and facilities complies with the regulations specified in this tariff.
- (B) The Telephone Company will use reasonable efforts to provide occupancy of the multiplexing node(s) on time and will keep the customer advised of any delays.
- (C) The Telephone Company shall not be liable to a customer in any way as result of failure to provide occupancy, provided that the Telephone Company has used reasonable efforts to provide occupancy within the negotiated interval.
- (D) In the event the Telephone Company is delayed in providing occupancy to the customer for any reason other than the acts or omissions of the customer, the customer shall not be obliged to pay the rates and charges specified in Section 31.28 following until the date the Telephone Company provides occupancy of the multiplexing node to the customer.

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28. Expanded Interconnection (Cont'd)28.7 Undertaking of the Telephone Company - Microwave (Cont'd)28.7.4 Provision of Service

- (A) The Telephone Company, upon receipt of a customer's application, will make available to the customer at cost any Telephone Company-specific documentation listed in Section 28.6.5 preceding and shall advise the customer how to obtain Bellcore documentation and all other specifications listed in that Section of the tariff.
- (B) The Telephone Company will work cooperatively with the customer to develop an equipment layout that complies with the specifications described in Section 28.6.5 preceding to be placed within the multiplexing node, roof space and transmitter/receiver space in order to minimize space requirements.
- (C) The Telephone Company will conduct a pre-construction survey for each customer request for a multiplexing node, cable space, roof space and transmitter/receiver space for which occupancy is requested to determine the availability and viability of such spaces to accommodate a customer's needs and facilities. In determining the availability of space and safety considerations in the Telephone Company's serving wire center, access tandem or remote node, 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.
- (D) The Telephone Company will use reasonable efforts to notify the customer 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 customer as to when construction of the multiplexing node as set forth in Section 5.2.1(B) preceding may commence.
- (E) The Telephone Company shall designate all spaces to be occupied by the customer's facilities.

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28. Expanded Interconnection (Cont'd)28.7 Undertaking of the Telephone Company - Microwave (Cont'd)28.7.4 Provision of Service (Cont'd)

- (F) The Telephone Company will charge the customer for the design and construction work associated with Expanded Interconnection as set forth in Section 31.28 following.
- (G) The Telephone Company will notify the customer, in writing, of the completion of the design and construction work. Design and construction work includes all work performed by or on behalf of the Telephone Company, including but not limited to, all space design and preparation, the rearrangement of existing facilities, design and construction of the multiplexing node enclosure (for Expanded Interconnection applications received prior to December 26, 1998 only), design and placement of required support structures, penetration of the building envelope or any other activity required to accommodate the installation of the customer's facilities in the Telephone Company space(s) covered under this tariff, including participation and work by the Telephone Company on behalf of the customer as part of the process to obtain any necessary permits, licenses or variances.
- (H) The Telephone Company is responsible for providing the multiplexing node, roof space, cable space and transmitter/receiver space in accordance with the rates and regulations specified in this tariff.
- (I) The Telephone Company will allocate common racking where possible.
- (J) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will designate point(s) of termination on cross connect frames or similar devices as the point(s) of physical demarcation between the customer's facilities. The cross connect frames where the point of termination(s) are located will be provided at or near the multiplexing node. The customer may designate specific cross connects within the frame on a service by service basis when the order for such service is place.

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28. Expanded Interconnection (Cont'd)

28.7 Undertaking of the Telephone Company - Microwave (Cont'd)

28.7.4 Provision of Service (Cont'd)

- (K) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the point of termination.
- (L) In New England Telephone, the Telephone Company will install and maintain the customer's waveguide and/or coaxial cable from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the customer's multiplexing node. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.
- (M) The Telephone Company will work cooperatively with the customer to accommodate as many Expanded Interconnection arrangements as possible at serving wire centers, access tandems or remote nodes where there is limited physical space available.

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28. Expanded Interconnection (Cont'd)28.8 Obligations of the Customer - Microwave28.8.1 Requests for Service

- (A) Customers must request Expanded Interconnection through their Telephone Company point of contact. The point of contact will provide the customer with an Expanded Interconnection Application (EIA) through which they must convey their requirements for space and associated requirements such as power and environmental conditioning, and any other matters of a special nature pertaining to customer occupancy.
- (B) The customer shall complete a written application for occupancy of any multiplexing node, cable space, roof space, or transmitter/receiver space.
- (C) The customer must pay the Telephone Company 20% of the total Space and Facility nonrecurring charges, as specified in Section 31.28 following at the time the customer submits to the Telephone Company the completed application for occupancy of any multiplexing node, cable space, roof space or transmitter receiver space. Receipt of the application and payment will determine the order of priority of customer's requests.

At the time that the Telephone Company provides the customer with its proposal for the design and construction work, the customer must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company an additional 30% of the total Space and Facility nonrecurring charges. If the Telephone Company does not receive the signed proposal and the additional 30% of the total Space and Facility nonrecurring charge within 30 days of the customer 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 Expanded Interconnection arrangement requests. The Telephone Company will refund any unused portion of the customer's initial payment of 20% of the total Space and Facility nonrecurring charge which was submitted with the Expanded Interconnection Application.

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28. Expanded Interconnection (Cont'd)

28.8 Obligations of the Customer - Microwave

28.8.1 Requests for Service

(C) (Cont'd)

The balance of the Space and Facility nonrecurring charges will be billed to the customer at the time that the Telephone Company grants occupancy of or 30 days from the date the Telephone Company provides access to the multiplexing node, cable space, roof space and/or transmitter/receiver space to the customer as specified in Section 28.7.3 preceding,

Should a customer vacate its multiplexing node, the customer will be credited with the remaining unamortized amount of the Space and Facility nonrecurring charge upon subsequent occupancy of the same multiplexing node by another customer. The subsequent Customer will be responsible for payment of the remaining unamortized amount of the Space and facility nonrecurring charge prior to occupying the multiplexing node.

For applications received after December 26, 1998, a customer that chooses to enclose its multiplexing node must arrange with a Telephone Company approved contractor to construct the enclosure.

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28. Expanded Interconnection (Cont'd)28.8 Obligations of the Customer - Microwave (Cont'd)28.8.1 Requests for Service (Cont'd)

- (D) If a customer withdraws its request, the customer is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the customer.

28.8.2 Installation of Customer Provided Equipment/Facilities

(Z)

- (A) In New York Telephone, the customer will be responsible for servicing, supplying, repairing, installing and maintaining the following:

- its waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment
- its transmission equipment located in the multiplexing node
- the connection cable and associated equipment which may be required between the multiplexing node and the point(s) of termination

In New England Telephone, the customer will be responsible for supplying the waveguide and/or coaxial cable which the Telephone Company will install and maintain from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the customer's multiplexing node. The customer is responsible to connect the waveguide and/or coaxial cable to the customer's equipment within the multiplexing node and to the transmitter/receiver. In addition, the customer will be responsible for supplying, repairing, installing and maintaining the following:

- its transmission equipment located in the multiplexing node
- its antenna and associated equipment
- its transmitter/receiver equipment

At the option of the Telephone Company, the customer may also be responsible for building, owning and maintaining the antenna tower and support structure.

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28. Expanded Interconnection (Cont'd)28.8 Obligations of the Customer - Microwave (Cont'd)28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(A) (Cont'd)

In New England Telephone, the customer will be responsible for installing and maintaining the waveguide and/or coaxial cable which is used to connect the microwave antenna to the transmitter/receiver, up to the point where the waveguide and/or coaxial cable enters the building.

(B) The customer will provide, install and maintain in its multiplexing node any repeaters which may be necessary as a result of the physical distance between the multiplexing node and the serving wire center, access tandem or remote node terminations of 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.

(C) The customer will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the multiplexing node, roof space, and transmitter/receiver space and installation of the customer's equipment within such spaces.

(D) The customer must sign the Design and Construction Work Completion Notice as set forth in Section 28.7.4 preceding, indicating acceptance of the design and construction work and provide the Telephone Company with a deposit, as set forth in Section 28.9.11 following, prior to beginning installation work or occupancy.

(E) Customer access to the spaces will be provided only after receipt of the deposit, and execution of the Design and Construction Work Completion Notice.

(F) The customer will meet all Telephone Company fire, safety and housekeeping requirements.

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28. Expanded Interconnection (Cont'd)28.8 Obligations of the Customer - Microwave (Cont'd)28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

- (G) The customer will be responsible for accepting delivery, installation and maintenance of its equipment.
- (H) The customer is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Telephone Company or a hired agent of the Telephone Company. Costs for building penetration will be paid by the customer. When building penetration is performed by the Telephone Company, rates and charges will be filed on an individual case basis.
- (I) Any customer'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 customer.
- (J) The customer must obtain the Telephone Company's written approval of customer proposed scheduling of work prior to beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the customer's multiplexing node, 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. Such approval will not be unreasonably withheld.
- (K) The customer shall have the right to use a portion of the serving wire center, access tandem or remote node and loading areas designated by the Telephone Company, if available, on a temporary basis during the customer's equipment installation work in the multiplexing node, 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.

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28. Expanded Interconnection (Cont'd)

28.8 Obligations of the Customer - Microwave

28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

- (L) The customer is responsible for protecting the Telephone Company's equipment and serving wire center, access tandem or remote node flooring within the staging area and along the staging route.
- (M) The customer must store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).
- (N) The customer or its approved vendor will have access to its multiplexing node, roof space, and transmitter/receiver space and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The customer may be escorted in areas outside its multiplexing node by a designated Telephone Company employee for these occasions, subject to the charges set forth in Section 31.13.2 following.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection28.9.1 Security Requirements

- (A) The customer must abide by all Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company serving wire center, access tandem or remote node as specified in NYNEX Collocation Buildings Security Access Requirements (NIP-74174).
- (B) The Telephone Company will permit the customer's Telephone Company approved employees, agents and contractors (such approval will not be unreasonably withheld), to have access to the areas where the customer's multiplexing node is located at all times, provided that the customer's employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. This will include access to riser cable, cableways and any room or area through which necessary access is available. For Fiber Optic Expanded Interconnection, the Telephone Company will also permit all approved employees, agents and contractors of customers to have access to the customer's cable and associated equipment. For Microwave Expanded Interconnection, the Telephone Company will also permit all approved employees, agents and contractors of customers to have access to the customer's microwave antenna and associated equipment, e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable, provided that the customer's employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. Access will be provided Monday through Friday, 8:30 A.M. to 4:30 P.M., except for a service emergency.
- (C) The customer will supply the Telephone Company with a list of its employees or approved vendors or contractors who require access. The list will include Social Security numbers and citizen status of all such individuals.
- (D) The Telephone Company will issue non-employee photo identification cards for each customer employee/vendor/contractor listed. These cards will have a uniquely colored background.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.1 Security Requirements (Cont'd)

- (E) The Telephone Company will provide card access to the common area where the customer's multiplexing node is located, where card access systems are available, and issue access cards to each listed employee/vendor
- (F) Where card access is not available, a Telephone Company escort may be required, subject to the charges set forth in Section 31.13.2 following.
- (G) The customer's employee/vendor(s) must display identification cards at all times.
- (H) The customer is responsible for returning cards of its terminated employees. All cards must be returned upon termination of the multiplexing node.
- (I) Where the customer provides the security device for its multiplexing node, the customer will provide access for the Telephone Company in the event of an emergency and to perform its required housekeeping and equipment inspection activities.
- (J) The customer is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.
- (K) In the event of a work stoppage, separate entrances will be established for the customer, where possible. This will assure that one party's work stoppage does not impinge upon the other parties' normal work operations. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.2 Insurance Requirements

The customer shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance.

- (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 \$2 million. This insurance shall include the contractual, independent contractors products/completed operation, broad form property and personal injury endorsements.
- (B) Umbrella/Excess Liability coverage in an amount of \$5 million in excess of coverage specified in (A) above.
- (C) All Risk Property Coverage on a full replacement cost basis insuring all of the customer's real and personal property situated on or within the Telephone Company's location(s). The customer may also elect to purchase Business Interruption and Contingent Business Interruption Insurance, knowing that the Telephone Company has no liability for loss of profit or revenues should an interruption of service occur.
- (D) Statutory Workers Compensation Coverage and Employers Liability coverage in an amount of \$2 million.

All insurance policies must be underwritten by insurance companies licensed to do business in the state where Expanded Interconnection is provided and must have a Best insurance rating of at least AA-12. In addition, the Telephone Company shall be named as an additional insured and as a loss payee on all applicable policies as specified in (A), (B), (C) and (D) preceding.

All policies purchased by the customer shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.2 Insurance Requirements (Cont'd)

All insurance must be in effect on or before the occupancy date and shall remain in force as long as the customer's facilities remain within any spaces subscribed to under this tariff.

If the customer fails to maintain the coverage required by this Section, the Telephone Company may pay the premiums and the customer must reimburse the Telephone Company for any premiums paid.

The customer shall submit Certificates of Insurance reflecting the coverages specified in (A), (B), (C) and (D) preceding prior to either the occupancy date or the date upon which the customer, its employees, agents or contractors require access to the multiplexing node, whichever is earlier.

The customer shall arrange for the Telephone Company to receive thirty (30) days advance notice of cancellation or modification of the policy from the customer's insurance company. Notices should be forwarded to:

Bell Atlantic, 1095 Avenue of the Americas, Room 3925, New York, NY 10036, Attention Risk Management

The customer must conform to the recommendations(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations it shall hereafter agree to. A customer who fails to comply with the provisions of this Section will be subject to the tariff provisions set forth in Section 2.1.8 preceding.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.3 Rules of Conduct

The customer's employees/vendors with access to the Telephone Company's serving wire center(s), access tandem(s) or remote node(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the serving wire center, access tandem or remote node and the Telephone Company's personnel and vendors, copies of which shall be provided to the Expanded Interconnection customer.

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 and facilities or to comply with applicable laws and regulations. The Telephone Company will provide the customer with thirty (30) days written notice of changes to the procedures and rules to preserve the integrity and operation of the Telephone Company network and facilities. In addition, since laws and regulations are beyond the control of the Telephone Company, the Telephone Company will provide the customer with written notice to comply with applicable laws and regulations at the same time it notifies its own personnel and vendors. In the event of a Telephone Company work stoppage, the customer's employees, authorized agents and contractors will comply with the emergency operating procedures established by the Telephone Company.

28.9.4 Liability and Damages

In addition to the regulations set forth in Section 2.1.3 preceding, the following regulations apply for Fiber Optic and Microwave Expanded Interconnection.

- (A) Neither party shall be liable to the other or to any third party for any physical damage to the each other's facilities or equipment within the serving wire center, access tandem or remote node, unless caused by the gross negligence of the party's agents or employees.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.4 Liability and Damages (Cont'd)

- (B) The customer shall indemnify, defend and save 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 customer or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's 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 customer's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Telephone Company's serving wire center(s), access tandem(s) or remote node(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company.

The Telephone Company shall indemnify, defend and save harmless the customer 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 Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the serving wire center or by any act or omission of the customer, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the customer.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.4 Liability and Damages (Cont'd)

- (C) The customer shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages, costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of the serving wire center, access tandem or remote node by the customer, and/or acts by the customer, its employees, agents or contractors.
- (D) The customer shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to customer installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- (E) The customer represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its use of the space within or on the exterior of the serving wire center, access tandem or remote node, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The customer shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the customer, its directors, officers, employees, agents or contractors.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.4 Liability and Damages (Cont'd)

(E) (Cont'd)

The Telephone Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the serving wire center, access tandem or remote node, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the customer, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent.

(F) The Telephone Company and the customer shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the serving wire center, access tandem or remote node and, as appropriate, cable space.

28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence

(A) If the multiplexing node or any part of the multiplexing node is damaged by fire or other casualty, the customer shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect except as set forth following:

- If the multiplexing node, roof space or transmitter/receiver space and/or associated cable space is partially damaged or rendered partially unusable by fire or other casualty caused by the Telephone Company, the damages thereto shall be repaired by and at the expense of the Telephone Company. The Expanded Interconnection Space and Facility rates, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the multiplexing node and/or associated cable, roof space and transmitter/receiver space and conduit which are usable.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)

(A) (Cont'd)

- If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit is totally damaged or rendered wholly unusable by fire or other casualty caused by the Telephone Company, then the occupancy fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the multiplexing node shall have been repaired and restored by the Telephone Company. The Telephone Company reserves the right to elect not to restore the multiplexing node under the conditions specified in Section 28.9.5(B) following.

The Telephone Company shall inform the customer of its plans to repair/restore the multiplexing node as soon as it is practicable and will work in good faith to restore service to the customer as soon as possible. The Telephone Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control.

- (B) If the multiplexing node, cable space, roof space, transmitter/receiver space, or conduit is rendered wholly unusable through no fault of the customer, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it, then, in any of such events, the Telephone Company may elect to discontinue the customer's multiplexing node, cable space, roof space, transmitter/receiver space and conduit. In this event the Telephone Company will provide the customer with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the customer. The customer must vacate the premises by the date specified in the notice. The Telephone Company's rights against the customer under this tariff prior to such discontinuance and any Expanded Interconnection Space and Facility monthly rates or nonrecurring charges owing shall be paid up to the date of discontinuance. Any payments of Expanded Interconnection Space and Facility monthly rates made by the customer which were on account of any period subsequent to such date shall be returned to the customer.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)

- (C) After any such casualty, the customer shall cooperate with the Telephone Company's restoration by removing from the multiplexing node and other associated space, as promptly as reasonably possible, all of the customer's salvageable inventory and movable equipment, furniture and other property.
- (D) The customer's liability for Expanded Interconnection Space and Facility monthly rates shall resume either upon occupancy by the customer or thirty (30) days after written notice from the Telephone Company that the multiplexing node, cable space, roof space or transmitter/receiver space is restored to a condition comparable to that existing prior to such casualty, which ever comes first.
- (E) Nothing contained in these provisions shall relieve the customer from liability that may exist as a result of damage from fire or other casualty.
- (F) Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Telephone Company and customer each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)

- (G) The Telephone Company will not carry insurance on the customer's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the customer and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

28.9.6 Propriety Information Requirements

- (A) The Telephone Company will not disclose any information provided to it by the customer as a result of the interconnection of equipment contained in the multiplexing node to Telephone Company facilities and services if such information is of a competitive nature.
- (B) The customer will not disclose any information provided to it by the Telephone Company as a result of its presence in Telephone Company spaces if such information is of a competitive nature.
- (C) Neither the customer nor the Telephone Company is required to hold in confidence information that (1) was already known to the party free of any obligation to keep 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.
- (D) Both the Telephone Company and the customer will not use the other's name or name of any affiliate without the written permission of the other in connection with promotional, advertising or other marketing material. Such permission may be withheld for any reason.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.7 Notice and Demand

Except as otherwise provided under this tariff, all notices, demands, or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States Mail via Certified Mail, Return Receipt Requested. The customer shall supply the appropriate name and mailing address to the Telephone Company for such correspondence on their Expanded Interconnection Application. Correspondence to the Telephone Company may be directed to:

Collocation Project Manager
Bell Atlantic
375 Pearl Street, Room 2101
New York, New York 10038

If personal delivery is selected as the method of giving notice, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party.

28.9.8 Billing Requirements

- (A) Nonrecurring charges for Expanded Interconnections shall be billed following the schedule set forth in Sections 28.3.1, 28.5.1 and 28.8.1 preceding.

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28. Expanded Interconnection (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.8 Billing Requirements (Cont'd)

- (B) Billing for monthly rates will commence on the occupancy date or 30 days from the date the Telephone Company provides access to the multiplexing node, cable space, roof space or transmitter/receiver space, whichever comes first. Both monthly and nonrecurring charges will appear on the first bill day following that date and will be billed in accordance with the regulations specified in Section 2.4.1(B) preceding.

The Telephone Company will provide the customer with reasonable documentation to support billed amounts for taxes within sixty (60) calendar days of receipt of a customer's written request.

28.9.9 Telephone Company Inspection

- (A) The Telephone Company has the right to inspect the completed installation of the customer's equipment and facilities. Rates and charges for such inspections are set forth in Section 31.13.2 following.

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28. Expanded Interconnection (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.11 Deposit Requirements

- (A) The customer shall furnish at or prior to the occupancy date a bond or other satisfactory evidence of financial security in an amount specified as follows to guarantee the payment of any sums which may become due to the Telephone Company for Expanded Interconnection Space and Facility rates due hereunder and any other charges for work performed for the customer by the Telephone Company including the removal of the customer's facilities upon termination of any authorization issued hereunder. Termination of the customer's multiplexing node shall not release the customer from any liability obligation agreed to under this tariff.

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28. Expanded Interconnection (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.11 Deposit Requirements (Cont'd)

- (B) The customer shall furnish a cash deposit, bond, irrevocable letter of credit or other security satisfactory to the Telephone Company in the following amounts:

Security in the amount of six months of the Expanded Interconnection Space and Facility monthly rates as specified in Section 31.28 following.

If spaces are added or deleted the deposit will be adjusted accordingly.

If the financial security is in the form of a bond or irrevocable letter of credit such instrument shall be issued by a surety company or bank satisfactory to the Telephone Company. The instrument shall contain a provision that the surety company or bank will pay the Telephone Company within the dollar limits of the instrument any sum demanded by the Telephone Company as due, whether or not the customer contests its liability to pay such sum, and whether or not the Telephone Company exercises or has exercised any option it may have to terminate.

If any such amounts are paid by the surety company or bank, the customer shall restore the surety bond or letter of credit to the full amount required under this tariff, within thirty (30) days after notice of such payment is sent to the customer.

If the security is in the form of a cash deposit, it shall be placed in a money market type interest bearing account. Interest earned shall be credited to the customer's cash deposit, except that the Telephone Company will retain one (1%) percent interest on such deposit as an administrative expense.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.11 Deposit Requirements (Cont'd)

(B) (Cont'd)

If a customer fails to pay any sum demanded by the Telephone Company as due under the provisions of this tariff, the Telephone Company shall have the right, without prior notice to the customer, to apply any or all amounts on deposit with it to payment of the sum due, whether or not the customer contests its liability to pay such sum, and whether or not the Telephone Company exercises or has exercised any option it may have to terminate. If any such amounts are applied to payment of sums due to the Telephone Company, the customer shall restore to its deposit the amounts so applied within thirty (30) days after notice to the customer of such application.

The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the customer.

28.9.12 Termination of Service

The customer may terminate its multiplexing nodes(s) or portion thereof, roof space, transmitter/receiver space, cable and conduit, and D.C. power described in this tariff by giving sixty (60) days' prior written notice to the Telephone Company. Any remaining space may not be less than 100 square feet unless negotiated with the Telephone Company. The customer is responsible for the costs of such partial termination.

In the event that the customer or the Telephone Company does not comply with the regulations specified in this tariff, the other party shall have the right to discontinue service upon sixty (60) days' written notice to the party not in compliance, if the noncompliance condition is not cured within sixty (60) days of the date that written notice of such noncompliance is given by one party to the other. A party shall also have an immediate right to discontinue service in the event of the other party's bankruptcy, liquidation, insolvency, receivership or in the event that the provisions of either party's services under an Expanded Interconnection Arrangement violates any state or federal law, rule or regulation.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.12 Termination of Service (Cont'd)

Upon termination of a customer's multiplexing node or any 100 square foot portion thereof, roof space or transmitter/receiver space, the customer must disconnect and remove its equipment up to the point of termination from its multiplexing node and all other areas identified as common between the customer and the Telephone Company within thirty (30) days.

The customer must restore its multiplexing node to its original condition at the time of occupancy upon removal by the customer of all its equipment from its multiplexing node.

Due to physical and technical constraints, removal of cable and roof mounted equipment is at the Telephone Company's option.

The Telephone Company can terminate an Expanded Interconnection arrangement in the event that the customer is not in conformance with Sections 28. and 2.1 preceding and/or in the event that the customer imposes continued disruption and threat of harm upon the Telephone Company's employees and/or network or its ability to provide service to other customers.

28.9.13 Payment Requirements

- (A) The customer shall pay the Telephone Company, the rates and charges specified in Section 31.28 following in accordance with the regulations set forth in Section 2.4.1(B) preceding.
- (B) Late payments shall be subject to a monthly late charge if payment is not received by the due date as set forth in Section 2.4.1(B)(3) preceding.
- (C) A customer who fails to pay any of the charges associated with Expanded Interconnection is subject to the tariff provisions set forth in 2.1.8 preceding.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.13 Payment Requirements (Cont'd)

- (D) If the Telephone Company's real property taxes or insurance premiums are increased based on the occupancy and use of the serving wire center, access tandem or remote node building by the customer, the customer must pay the additional amount of such taxes or insurance premiums.
- (E) The customer shall reimburse the Telephone Company for all reasonable repair or restoration costs incurred by the Telephone Company associated with damage or destruction caused by the customer's personnel, agents, suppliers, contractors or visitors.

28.9.14 Moves

Should the customer wish to move equipment from one location to another within a serving wire center, access tandem or remote node or to another serving wire center, access tandem or remote node, the Telephone Company will permit the customer to relocate its multiplexing node, enclosure (when applicable) and other associated space, subject to the availability of space and associated requirements. The customer will be responsible for removing and transporting its enclosure (when applicable), equipment to the new site and installing it. The Telephone Company will treat the relocation as a new installation.

28.9.15 Maintenance Requirements

- (A) The customer will be responsible for notifying the Telephone Company of any event or condition which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.
- (B) The customer is responsible for testing, if necessary, with the Telephone Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a customer provided service.

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)28.9.15 Maintenance Requirements (Cont'd)

- (A) The customer is responsible for providing trouble report status when requested.

28.9.16 Change of Billing Party

Any assignment by either party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other party, shall be void. The Telephone Company's consent need not be obtained if the assignment (including the assignment of the Expanded Interconnection multiplexing node and where appropriate, associated space) is pursuant to a transfer of all or substantially all of the customer's stock or assets. All obligations and duties of any party under this tariff shall be binding on all successors in interest and assigns of such party.

28.9.17 Requests for Service

If a customer cancels or withdraws its request prior to turn-up, the customer is responsible for all costs and liabilities incurred by the Telephone Company in the developing, establishing or otherwise furnishing the collocation arrangement or alternative up to the point of cancellation or withdrawal. The Telephone Company will refund any unused portion of the customer's pre-paid Space and Facility nonrecurring charge which was submitted with the Expanded Interconnection Application.

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28. Expanded Interconnection (Cont'd)28.10 Expanded Interconnection Alternatives28.10.1 Secured Collocation Open Physical Environment (SCOPE)(A) Service Description

- (1) Secured Collocation Open Physical Environment (SCOPE) is a form of physical interconnection in which customers have the option of placing their equipment in the Telephone Company wire center without enclosing that equipment in a multiplexing node. This arrangement will be located in the same secure, environmentally-conditioned area currently utilized for the standard physical interconnection arrangements as described in Sections 28.2 and 28.7 preceding.
- (2) A SCOPE arrangement enables customers that do not want a standard cage-enclosed multiplexing node to install one or more bays of equipment in a secure area. Each individual customer is responsible for providing and installing its own equipment and performing all maintenance-related activities up to the customer side of a shared POT ("SPOT") Bay. The customer's responsibilities include performing the cross-connect or strapping at the SPOT Bay in the same manner as is performed for standard physical interconnection arrangements.
- (3) All terms and conditions for physical interconnection as described in this section will apply, except as set forth following.

(B) SCOPE Arrangement

- (1) 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 customer will provide and install its own equipment and equipment bay(s) in the designated area. The customer is responsible for the identification of all equipment and bay space in its SCOPE arrangement.
- (2) The customer shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.
- (3) The customer 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 customer's service order. The Telephone Company will make reasonable efforts to assign reserved bays so that they are located next to the customer's existing equipment bay; however, the Telephone Company makes no guarantee to that effect.

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28. Expanded Interconnection (Cont'd)28.10 Expanded Interconnection Alternatives (Cont'd)28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(B) SCOPE Arrangement (Cont'd)

- (4) The customer 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.
- (5) In addition to the terms and conditions regarding security measures set forth preceding, if the customer elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the customer 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 customer's secured bay on an emergency basis, the Telephone Company will notify the customer of such access within twenty-four (24) hours.

(C) Application, Engineering and Administration

- (1) The customer must request SCOPE arrangements through its Telephone Company Point of Contact subject to the terms and conditions specified in Sections 28.3.1 and 28.8.1 preceding.

(D) Shared Point of Termination (SPOT) Bay

- (1) The SPOT Bay is the connection point between the collocated equipment and the Telephone Company network and is shared by all customers in the SCOPE area.
- (2) The Telephone Company always provides the SPOT Bay (frame and terminations), subject to the regulations set forth in 28.1.3(C)(1) preceding. In the states of New York and Connecticut, installation and maintenance costs for this bay are recovered on a per terminal block/subpanel basis at the rates and charges set forth in Section 31.28.3(A)(7) following.

(C)
|
(C)(E) Equipment Bay, Lighting and AC Outlet Installation

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

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28. Expanded Interconnection (Cont'd)28.10 Expanded Interconnection Alternatives (Cont'd)28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(E) Equipment Bay, Lighting and AC Outlet Installation (Cont'd)

(2) 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 and -48V DC power, battery and generator backup power, heat, air-conditioning and other environmental support in connection with the customer's transmission equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office.

(3) Standard -48V DC power shall be provided per load amp on each feed. DC power is subject to the terms and conditions specified in 28.2.1 preceding. AC power (AC outlets) and common aisle lighting will be provided for the entire SCOPE area and will be shared by all customers. Customers requesting additional AC outlets and overhead lighting will be responsible for 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 customers in a SCOPE arrangement. (C)
(C)
(C)

(4) Vendors must comply with the requirements specified in Section 28.1.7 and 28.6.5 preceding. The customer is responsible for all costs within the dedicated space when contracting directly with a Telephone Company-approved contractor.

(F) Rates and Charges(1) Implementation Charges

(a) Application Fees will apply as described in Section 28.3.1 and 28.8.1 preceding, subject to the charges set forth in Section 31.28 following.

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28. Expanded Interconnection (Cont'd)28.10 Expanded Interconnection Alternatives (Cont'd)28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(F) Rates and Charges (Cont'd)(1) Implementation Charges (Cont'd)

- (b) The SCOPE Construction charges as set forth in Section 31.28.3 following, 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.

(2) Monthly Rates

- (a) The Building Space rate as set forth in Section 31.28.3(A)(2) following, is associated with the footprint of the equipment bay. The rate is assessed per equipment bay.
- (b) The DC Power rate will apply as described in Sections 28.2.1 and 28.7.1 preceding, subject to the charges set forth in Section 31.28.1(B)(3) following.
- (c) The Cable Space rate applies as set forth in Section 28.2.1(B)(1) following.

(3) Other Charges

- (a) Escort Charges by a qualified Telephone Company employee in New York Telephone are subject to the regulations set forth in 28.1.1(G) preceding.

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28. Expanded Interconnection (Cont'd)28.10 Expanded Interconnection Alternatives (Cont'd)28.10.2 Shared Cages(A) Service Description

- (1) A customer with a physical interconnection arrangement under this section shall have the right to share its multiplexing node with one or more additional entities, provided that all such entities are qualified to be customers under this section. All such entities must limit their collocation activities to those permitted under the regulations set forth herein.

For established physical interconnection arrangements, the initial customer is the "Collocator of Record" ("COR"), or "host" customer; the other customer(s) participating in the sharing arrangement is referred to in this tariff as the "guest". When two or more customers request establishment of a new physical interconnection arrangement to be used as a shared cage, one of the participating customers must agree to be the COR and the other(s) to be the guest(s). The host customer is the Telephone Company's customer and has all the rights and obligations applicable to a customer ordering a physical interconnection arrangement under this tariff, including the obligation to pay all applicable charges whether or not the COR is reimbursed for all or any portion of such charges by its guest(s). 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 customer(s) in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest(s) for any action of the COR. The involved customers are solely responsible for determining whether to share a multiplexing node, and if so, upon what terms and conditions.

(B) Shared Cage Arrangement

The host customer must notify the Telephone Company in writing of its intention to share its multiplexing node space. All 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. Accordingly, the regulations set forth in Sections 5.2, 28.1 and 28.6.1(B) for the Enhanced Ordering Option apply.

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28. Expanded Interconnection (Cont'd)28.10 Expanded Interconnection Alternatives (Cont'd)28.10.2 Shared Cages (Cont'd)

(B) Shared Cage Arrangement (Cont'd)

All terms and conditions for physical interconnection arrangements as described in this Section 28. will apply. In addition, the following terms and conditions will also apply to Shared Cages.

- The host and guests must each be collocating for the purpose of interconnecting to Telephone Company services.
- The COR assumes the responsibility for its guest's violation of all tariff regulations and other requirements related to a Shared Cage 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 its 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 multiplexing node and POT Bay CLLI code and provide it to the host. The host will assume connecting facility assignment (CFA) responsibilities.
- All occupancy and specific physical interconnection 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 multiplexing node. The Telephone Company will not split bill any of the rate elements associated with the multiplexing node (e.g., recurring square foot charges, power, cable space) between the host and its tenant(s).

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28. Expanded Interconnection (Cont'd)28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal

(N)

28.11.1 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 Expanded Interconnection arrangements within that central office.

28.11.2 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 Expanded Interconnection 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 Sections 2.1.3, 5.1.7 and 28.1.11 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 database loss for the splice. A minimum of 24 fibers must be terminated at the CATT 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.

(N)

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28. Expanded Interconnection (Cont'd)28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd) (N)28.11.2 CATT Arrangement (Cont'd)

All CFP-provided facilities and splices must comply with the Technical Specifications specified in 28.1.7(D) and (E) preceding.

All applicable universal regulations for fiber optic interconnection as set forth in 28.9 preceding apply to the CFP and its facilities to the CATT.

28.11.3 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 28.11.5 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 28.11.5(D) 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.

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28. Expanded Interconnection (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(N)

28.11.3 Provision of CFP Facilities to the CATT (Cont'd)

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 customer provided facilities as set forth in 28.3.2 preceding.

Cable Space Fixed rates, as set forth in 28.11.5(C) following, apply to the CFP per cable installed for the support structure between manhole zero and the CATT area.

Facilities provided by a CFP are further subject to all applicable regulations pertaining to the provision of service as set forth in 28.1.1, 28.5.1 and 28.6.1 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.

(N)

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28. Expanded Interconnection (Cont'd)28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd) (N)28.11.4 Provision of Facilities Between the CATT and Physical or Virtual Expanded Interconnection Arrangements

In New York Telephone, the Expanded Interconnection customer (i.e., collocator) will be responsible for supplying fire retardant cable, installing (for which the collocator must have a Telephone Company-approved vendor handle the installation) and maintaining the cabling in a minimum of 12 strand increments between the CATT and any physical or virtual Expanded Interconnection arrangements to which its facilities are distributed using Telephone Company support structures at these locations. For Virtual Expanded Interconnection arrangements, the Telephone Company will be responsible for providing the cabling in a minimum of 12 strand increments between the CATT and the Virtual Expanded Interconnection fiber distributing frame and passing the cable to the CFP for splicing. Escort Service charges as set forth in 28.11.5 following will apply.

In New England Telephone, the Expanded Interconnection customer (i.e., collocator) will be responsible for supplying fire retardant cable in a minimum of 12 strand increments which the Telephone Company will install and maintain between the CATT and any physical or virtual Expanded Interconnection arrangements to which its facilities are distributed using Telephone Company support structures at these locations, subject to the charges set forth in Section 31.13.2 following. (N)

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28. Expanded Interconnection (Cont'd)28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd) (N)28.11.4 Provision of Facilities Between the CATT and Physical or Virtual Expanded Interconnection Arrangements (Cont'd)

The Cable Space rate as set forth in 28.11.5(C) following will apply on a per cable, per linear foot basis as follows. The Cable Space Fixed month rate will apply to the CFP and the Cable Space Per Linear Foot, per cable monthly rate will apply to the ordering Expanded Interconnection customer.

The CATT to Virtual Fiber Distributing Frame rate applies to the Virtual Expanded Interconnection customer as described in 28.5.1 preceding at the rates set forth in Section 31.28.2 following.

Installation of CFP facilities from the CATT is subject to all applicable regulations for customer provided facilities as set forth in 28.3.2 preceding.

Facilities provided from the CATT are further subject to all applicable regulations pertaining to the provision of service as set forth in 28.1.1, 28.5.1 and 28.6.1 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. (N)

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28. Expanded Interconnection (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(N)

28.11.5 Rates and Charges

(A) CATT Application Fee

A CATT Application Fee, as set forth in Section 31.28.11 following, is to be submitted by the CFP in order to process their completed application. This fee applies for application processing and administrative activities performed by the Telephone Company in the processing of the request. The CATT Application Fee 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 Fee will be refunded.

(B) Engineering and Implementation Fee

An Engineering and Implementation Fee, as set forth in Section 31.28.11 following, applies as a one-time charge for planning, Telephone Company engineering and project management of the request to terminate facilities to the CATT.

(C) Cable Space

The Cable Space rate applies for cable space and support within the serving central office entrance manhole and the CATT arrangement. Cable space rates apply to the CFP as a fixed monthly rate per cable and to the Expanded Interconnection customer as a rate per linear foot, per cable as set forth in Section 31.28.1(B)(1) following.

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28. Expanded Interconnection (Cont'd)28.11 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(N)

28.11.5 Rates and Charges (Cont'd)

(D) Equipment Support

The Equipment Support rate applies monthly to 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 actual cable has been spliced or terminated. Equipment Support rates are set forth in Section 31.28.11 following.

(E) 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. In New York Telephone, Escort Service in a Telephone Company central office is also required by the ordering customer (i.e., Collocator) for all activity from the CATT to a physical or virtual collocation arrangement. The CFP's or Collocator's personnel, as applicable, 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 31.13.2 following.

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