

ACCESS SERVICE

23. NYNEX Enterprise Service Fiber Distributed Data Interface (T)
- 23.1 General (N)
- NYNEX Enterprise Service Fiber Distributed Data Interface (NES FDDI) provides (N)
100 Mbps data transmission speed over fiber optic facilities between customer (N)
owned Local Area Networks (LANs). (N)
- 23.2 Service Description (N)
- NES FDDI is provided on single mode fiber optic facilities at a digital speed (N)
of 100 Mbps. NES FDDI is provided in conformance with American National (N)
Standards Institute (ANSI) Standards (X3T9.5). Customer designated premises (N)
are connected through one or more NES FDDI Hubs. Customer Premises Equipment (N)
(CPE) must conform to the foregoing FDDI standards. (N)
- NES FDDI is a dedicated service which will be designed to meet each customer's (N)
specific requirements. The Telephone Company will work cooperatively with the (N)
customer to determine the location and number of Hubs required to provide the (N)
desired NES FDDI Service configuration, based on facility availability and (N)
signal regeneration requirements. (N)
- NES FDDI, and when applicable, optional features, are provided where suitable (N)
fiber optic facilities exist between a customer designated premises and a NES (N)
FDDI Hub and between NES FDDI Hubs. Where suitable fiber optic facilities do (N)
not exist, subject to the provisions of 2.1.4 Provision of Services, and 5.1.3 (N)
Special Construction preceding, NES FDDI Service will be provided within one (N)
year from receiving a customer's request for service or, in the case of (N)
special construction, within one year from the date the special construction (N)
agreement is signed by the customer. (N)

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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd) (N)
- 23.3 Technical Specifications (N)
- Technical equipment requirement, compatibility requirements, technical specifications, features and functions, and performance parameters for NES FDDI are contained in: (N)
- ANSI X3.139, ANSI X3.148, ANSI X3.166 and ANSI X3.184. (N) (x)
 - ANTC FDDI SMT Test Suite, ANTC FDDI MAC Test Suite, ANTC FDDI PHY Test Suite and ANTC FDDI PMD Test Suite. (N) (x)
- 23.4 Channel Interfaces (N)
- The compatible network channel interface (NCI) and network channel (NC) codes for NES FDDI: (N)
- | | | |
|-----------|------------|-----|
| <u>NC</u> | <u>NCI</u> | (N) |
| HM | 02FCF10 | (N) |

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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd) (N)23.5 Optional Features and Functions (N)

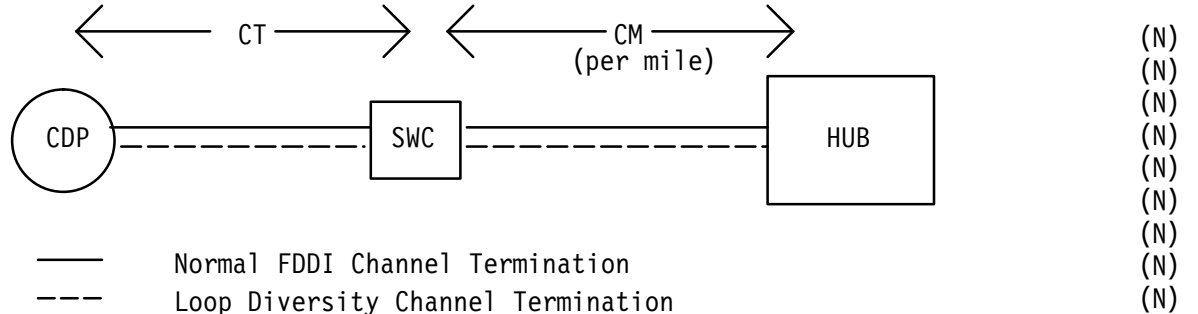
NES FDDI Service may be provided with the following optional features and functions. (N)

23.5.1 Loop Diversity (N)

Loop Diversity is an optional feature in which an additional NES FDDI Channel Termination is provided over different loop facilities on the same route using the same entrance facilities between the customer designated premises and the same NES FDDI Hub as the primary NES FDDI Channel Termination. Both loop facilities are connected to the same concentrator but different modules in the NES FDDI Hub. (N)

The NES FDDI Channel Termination, and when applicable Channel Mileage, monthly rates apply for each Loop Diversity channel termination provided between the customer designated premises and the same NES FDDI Hub as the primary NES FDDI Channel Termination. In addition, a monthly rate applies for the Loop Diversity Channel Termination. (N)

Example: NES FDDI connecting a customer designated premises and a NES FDDI Hub with the Loop Diversity Optional Feature. (N)



CDP = Customer Designated Premises (N)
 CT = Channel Termination (N)
 CM = Channel Mileage (N)
 SWC = Serving Wire Center (N)

Applicable Rate Elements are: (N)
 - Channel Termination (2 applicable) (N)
 - Channel Mileage (2 sections) (N)
 - Loop Diversity Optional Feature (1 applicable) (N)

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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd) (N)23.5 Optional Features and Functions (Cont'd) (N)23.5.2 Route Diversity (N)

Route Diversity is an optional feature in which an additional NES FDDI Channel Termination is provided on a different route using different entrance facilities between the same customer designated premises and the same NES FDDI Hub as the primary NES FDDI Channel Termination or between the same customer designated premises as the primary NES FDDI Channel Termination and a different NES FDDI Hub. The alternate route may be provided through a wire center other than the wire center that normally serves the customer premises. The wire center associated with the alternate route will be specified by the Telephone Company. The mileage used to determine the channel mileage rate for the Route Diversity channel termination is based on the wire center to which the Route Diversity is ordered. (N)

The NES FDDI Channel Termination, and when applicable Channel Mileage, monthly rates apply for each diversely routed channel termination provided between the same customer designated premises and the same NES FDDI Hub as the primary NES FDDI Channel Termination or between the same customer designated premises as the primary NES FDDI Channel Termination and a different NES FDDI Hub. In addition a monthly rate applies for the Route Diversity channel termination. (N)

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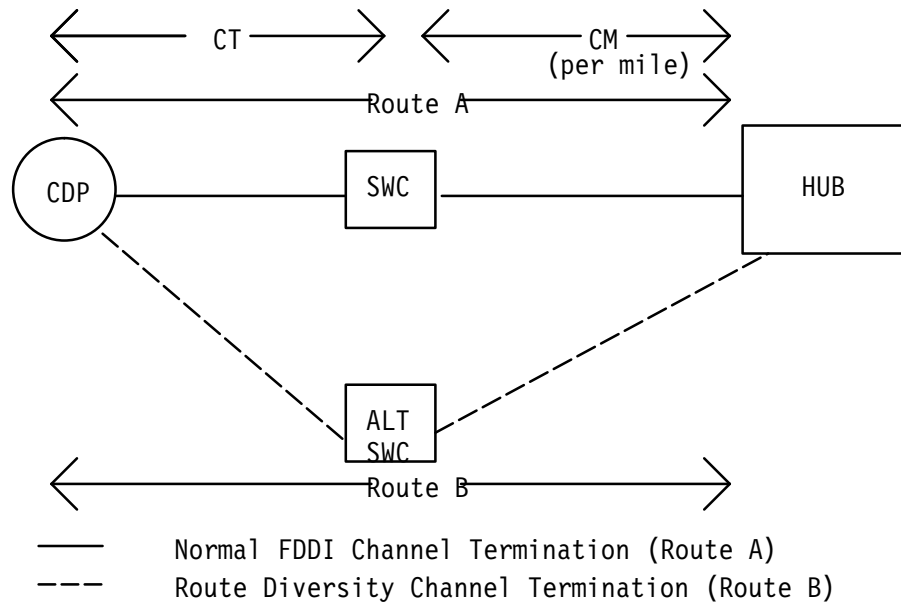
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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd)23.5 Optional Features and Functions (Cont'd)23.5.2 Route Diversity (Cont'd)

Example: NES FDDI connecting a customer designated premises and a NES FDDI Hub with the Route Diversity Optional Feature.



CDP = Customer Designated Premises

CT = Channel Termination

CM = Channel Mileage *

SWC = Serving Wire Center

ALT SWC = Alternate Serving Wire Center

Applicable Rate Elements are:

- Channel Termination (2 applicable)
- Channel Mileage (2 sections)
- Route Diversity Optional Feature (1 applicable)

* The Channel Mileage for Route A is calculated between the normal serving wire center and the NES FDDI Hub. The Channel Mileage for Route B is calculated between the alternate serving wire center and the NES FDDI Hub.

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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd) (N)23.6 Rate Regulations (N)

This section contains the specific regulations governing the rates and charges that apply to NES FDDI Service. (N)

The basic rate elements which apply to NES FDDI Service include: (N)

- Channel Termination (described in 23.6.1). (N)
- Channel Mileage (described in 23.6.2). (N)
- Optional Features and Functions (described in 23.6.3). (N)

23.6.1 Channel Termination (N)

Monthly rates apply for the communications path between a customer designated premises and the serving wire center of that premises. If the serving wire center of the customer premises is not a NES FDDI Hub, channel mileage will apply between the serving wire center associated with the customer designated premises and the NES FDDI Hub as set forth in Section 23.6.2 following. (N)

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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd) (N)
- 23.6 Rate Regulations (Cont'd) (N)
- 23.6.2 Channel Mileage (N)
- Monthly rates apply for the transmission facilities between NES FDDI Hubs. A single Channel Mileage rate element (i.e., fixed and per mile) applies between each of the NES FDDI Hubs at which one or more Channel Terminations may be connected. A fixed Channel Mileage rate element will apply when the serving wire center of the customer designated premises and the NES FDDI Hub are located in the same building. (N)
- The customer has the option of Single Connection or Protected Connection Channel Mileage between NES FDDI Hubs. (N)
- Single Connection Channel Mileage provides a single pair of fiber optic facilities between the NES FDDI Hubs. (N)
- Protected Connection Channel Mileage provides two pairs of fiber optic facilities (i.e., active and standby) which are provided on two different cables and are routed on two different routes. In the event the active fiber optic facility fails, the NES FDDI Hub will automatically transfer the data to the alternate facility insuring continuous delivery of the data. (N)
- In addition, a per mile monthly Channel Mileage rate applies to connect the serving wire center of the customer designated premises to the NES FDDI Hub when the serving wire center of the customer's designated premises is not located in the same building. (N)
- The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., a serving wire center associated with a customer designated premises and a NES FDDI Hub or two NES FDDI Hubs. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, then apply the rate shown. When the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rates. (N) (x)
- 23.6.3 Optional Features and Functions (N)
- Monthly rates apply for the Loop Diversity and Route Diversity Optional Features. In addition, the NES FDDI Channel Termination, and when applicable, Channel Mileage, monthly rates and charges will apply for the Loop Diversity and Route Diversity Optional Features. (N)
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23. NYNEX Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.7 Minimum Period

The minimum period for NES FDDI Service is one year.

23.8 Rates and Charges

Rates and charges for NES FDDI Service are set forth in Section 31.23 following.

(C)
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23.9 Service Discount Plan

At the option of the customer, NES FDDI Service may be provided under a Service Discount Plan as specified in Section 7.4.10 preceding.

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24. RESERVED FOR FUTURE USE

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25. Discount Plans (N)25.1 Commitment Discount Plans (N)

A Commitment Discount Plan provides for the application of a discount to the monthly recurring rates for service(s) included in the Plan based on a minimum commitment of channel terminations. For administrative purposes, all services included in the Commitment Discount Plan are managed as a single plan with separate commitment periods applicable to each type of service. (N)

25.1.1 Commitment Discount Plan Availability (N)

At the customer's request, certain Telephone Company Switched Access Services and Special Access Services may be provided under a Commitment Discount Plan. The types of services to be discounted, along with the specific discount percentages and available commitment periods, are set forth in 25.1.4 following. (N)

Commitment Discount Plans for Direct Trunked Transport Switched Access Services are only available in states where Expanded Interconnection has become operational and either: (N)

- a total within the state of 100 DS1 equivalent Entrance Facility Office Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems or remote nodes in that state or; (N)
- an average of 25 DS1 equivalent Entrance Facility Office Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state. (N)

Based on the above requirements, Commitment Discount Plans for Direct Trunked Transport Switched Access Service are only available in the State of New York and in the State of Massachusetts. Commitment Discount Plans are not applicable to Switched Access Tandem Switched Transport Service. However, the customer may also subscribe to a Service Discount Plan for Switched Access Service Tandem Switched Transport as set forth in Section 6.7.16 preceding. (N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.1 Commitment Discount Plan Availability (Cont'd) (N)

Separate commitment periods will be established for each of the following (N)
service types which are under the Commitment Discount Plan (N)

<u>Type of Service</u>	<u>Rate Element Discounted</u>	<u>NYT</u>	<u>NET</u>	(N)
Switched Access DS1				(N)
Direct Trunked Transport	DS1 Entrance Facility			(N)
	Standard Channel Termination	X	X	(N)
	DS1 Channel Mileage	X	X	(N)
	Local Transport Multiplexing			(N)
	Optional Feature or BSE	X		(N)
Switched Access DS3				(N)
Direct Trunked Transport	DS3 Entrance Facility			(N)
	Standard Channel Termination	X	X	(N)
	DS3 Channel Mileage	X	X	(N)
	Local Transport Multiplexing			(N)
	Optional Feature or BSE	X	X	(N)
Special Access 44.736 Mbps				(N)
High Capacity Service	Standard Channel Termination	X	X	(N)
	Channel Mileage	X	X	(N)
	DS3 to DS1 Multiplexing BSE	X	X	(N)
	Alternate Serving Wire Center			(N)
	Optional Feature	X	X	(N)
	Automatic Loop Transfer BSE	X		(N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.1 Commitment Discount Plan Availability (Cont'd) (N)

Separate commitment periods will be established for each of the following (N)
service types which are under the Commitment Discount Plan (Cont'd) (N)

<u>Type of Service</u>	<u>Rate Element Discounted</u>	<u>NYT</u>	<u>NET</u>	(N)
Special Access NYNEX				(N)
Enterprise DS3 Service	Standard Channel Termination	X		(N)
	Channel Mileage	X		(N)
	Standby Channel Termination	X		(N)
	Standby Channel Mileage	X		(N)
Special Access 1.544 Mbps				(N)
High Capacity Service	Standard Channel Termination	X	X	(N)
	Channel Mileage	X	X	(N)
	DS1 to Voice Multiplexing BSE	X		(N)
	DS1 to DS0 Multiplexing BSE	X		(N)
	Alternate Serving Wire Center			(N)
	Optional Feature	X	X	(N)
	Automatic Loop Transfer BSE	X		(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd) (N)25.1.1 Commitment Discount Plan Availability (Cont'd) (N)

Separate commitment periods will be established for each of the following (N)
service types which are under the Commitment Discount Plan (Cont'd) (N)

<u>Type of Service</u>	<u>Rate Element Discounted</u>	<u>NYT</u>	<u>NET</u>	(N)
Special Access NYNEX				(N)
Enterprise DS1 Service	Standard Channel Termination	X		(N)
	Channel Mileage	X		(N)
	Standby Channel Termination	X		(N)
	Standby Channel Mileage	X		(N)
Special Access NYNEX				(N)
Enterprise FDS1 Service	Channel Termination	X		(N)
	Channel Mileage	X		(N)
Special Access NYNEX				(N)
Enterprise DS0 Service	Channel Termination	X		(N)
	Channel Mileage	X		(N)
Special Access DIGIPATH® digital service II				(N)
	Channel Termination	X	X	(N)
	Channel Mileage	X	X	(N)
	Central Office Bridging Capability	X	X	(N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.2 Establishment of a Commitment Discount Plan (N)

A customer with one or more services has the option of requesting, at any time, a Commitment Discount Plan for its service(s). For each type of service (e.g., 1.544 Mbps High Capacity Service or NES DS1) as specified in 25.1.1 preceding, the Commitment Discount Plan must include all services of that type which the Telephone Company provides to the customer within any of its operating territories. For service which is provided as part of a Shared Use Arrangement, the DS1 or DS3 Service will be included in the service plan for the type of service which is ordered as the facility to the Hub (e.g., a Switched Access DS1 Service which is ordered as the facility to the Hub will be under the Switched Access DS1 Commitment Discount Plan). (N)

For purposes of administering the terms and conditions of the Commitment Discount Plan, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub. (N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.2 Establishment of a Commitment Discount Plan (Cont'd) (N)

When a Commitment Discount Plan is established, the customer agrees to the following requirements pertaining to all of its existing Service Discount Plans as provided under Sections 6.7.16 or 7.4.10 preceding. (N)

- The customer may continue with, or establish new, any available Service Discount Plan for the following services which are not eligible for inclusion in the Commitment Discount Plan. The regulations for the Service Discount Plan on these services are set forth in Section 7.4.10 preceding. (N)

- Special Access DOVPATH service (N)
- Special Access Digital Data Service (New York only) (N)
- Special Access Voice Grade Service (New York only) (N)
- Special Access Broadcast Video Service (N)
- Special Access Advanced Uncompressed Digital Video Service (N)
- Special Access Fiber Based Multichannel Video Service (N)
- Special Access Supertrunking Transport Video Service (N)
- Special Access NYNEX Enterprise Shared Digital Access Service (N)
- Special Access NYNEX Enterprise Voice Service (N)
- NYNEX Enterprise SONET Private Network Service (N)
- NYNEX Enterprise Fiber Distributed Data Interface Service (N)
- NYNEX Enterprise Network Reconfiguration Service (N)
- Frame Relay Service (N)
- Enterprise SONET Services (N)
- NYNEX Enterprise ATM Cell Relay Service (N)

- The customer may continue any existing Service Discount Plan for Switched Access Tandem Switched Transport or may establish a new Service Discount Plan for Switched Access Tandem Switched Transport, subject to the regulations set forth in Section 6.7.16 preceding. (N)

- For all other Switched Access or Special Access Services (i.e., services which are under the Commitment Discount Plan), the Service Discount Plan(s) will be cancelled in order to include the service(s) in the Commitment Discount Plan. Service Discount Plan Termination Liability will not apply to the cancelled plan(s). (N)

- The customer agrees to establish a separate Commitment Discount Plan for each type of service specified in 25.1.1 preceding. The customer may not establish any new Service Discount Plan(s) on any of these services while a Commitment Discount Plan is in effect. (N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.3 Plan Commitment Levels (N)

The Commitment Discount Plan requires that a minimum commitment of channel terminations be established for the purpose of administering the plan. The total number of channel terminations shall be calculated using all such channel terminations which the Telephone Company provides to the customer in all of its operating territories. The minimum commitment shall be expressed as the equivalent number of DS0s for the Standard Channel Termination rate elements of all services involved. (N)

The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following DS0 equivalent table. (N)

<u>Type of Channel Termination</u>	<u>DS0 Equivalent</u>	(N)
DS3 level	672	(N)
DS1 level	24	(N)
NES Fractional DS1		(N)
768 kbps	12	(N)
512 kbps	8	(N)
384 kbps	6	(N)
256 kbps	4	(N)
128 kbps	2	(N)
NES DS0	1	(N)
DDS II	1	(N)

The customer agrees to an initial minimum commitment of at least ninety percent (90%) of the total number of channel terminations for the type of service involved (e.g., the customer agrees to commit at least 90% of its 1.544 Mbps High Capacity Service Standard Channel Terminations). (N)

When the calculation of the minimum commitment of DS0s results in a fraction of a DS0, always round up to the next whole DS0. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.3 Plan Commitment Levels (Cont'd) (N)
- The customer must specify a minimum commitment for each service type that is at least ninety percent (90%) of the total number of channel terminations for that type of service. However, a Commitment Discount Plan will not be provided if the combined number of equivalent DS0s for all service types specified in 25.1.1 preceding is less than 336. (N)
- The minimum commitment on an individual service type will be adjusted when one or more of those services is upgraded to a NYNEX Enterprise Service of the same or higher bit rate or to another type of service with a higher bit rate under a separate Commitment Discount Plan. For example, if DS1 services are upgraded to a DS3, the minimum commitment for the DS1 services will be reduced by ninety percent (90%) of the total equivalent DS0 count of the DS1(s) involved in the upgrade and the minimum commitment for the DS3 services will be increased by ninety percent (90%) of the 672 equivalent DS0s of the DS3 being added. Termination liability will not apply to the reduced minimum commitment. The adjusted minimum commitment will be reflected in all calculations involved in the true-up process. (N)
- The customer may increase the minimum commitment coincident with the results of the six months true-up process as set forth in 25.1.6 following with the increased commitment applying for the balance of the commitment period or until such time as the customer wishes to increase its minimum commitment again. (N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.4 Commitment Periods and Discount Percentages (N)

For each billing month, the Telephone Company will apply the discount percentage to the monthly rates for the commitment period associated with the type of service involved. Such rates may change during the commitment period subject to the regulations set forth in 25.1.7 following. The discount is applied as set forth in 25.1.6 following. (N)

The discount percentage to be applied differs based on the length of the commitment period selected by the customer and the type of service. The customer must select a commitment period from those following by specifying the number of months over which the discount is to be applied. The discount percentage to be applied will be the discount percentage for the commitment period selected by the customer. (N)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>	(N)
Special Access DDSII	24 months	5%	(N)
	36 months	10%	(N)
	60 months	20%	(N)
	84 months	25%	(N)
Special Access 1.544 Mbps	24 months	5%	(N)
	36 months	15%	(N)
	60 months	25%	(N)
	84 months	30%	(N)
Special Access 44.736 Mbps	24 months	5%	(N)
	36 months	10%	(N)
	60 months	35%	(N)
	84 months	40%	(N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.4 Commitment Periods and Discount Percentages (Cont'd) (N)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>	(N)
Special Access NYNEX Enterprise DS0 or Fractional DS1	24 months	5%	(N)
	36 months	10%	(N)
	60 months	25%	(N)
	84 months	30%	(N)
Special Access NYNEX Enterprise DS1	24 months	5%	(N)
	36 months	15%	(N)
	60 months	25%	(N)
	84 months	30%	(N)
Special Access NYNEX Enterprise DS3	24 months	5%	(N)
	36 months	10%	(N)
	60 months	35%	(N)
	84 months	40%	(N)

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25. <u>Discount Plans</u> (Cont'd)			(N)
25.1 <u>Commitment Discount Plans</u> (Cont'd)			(N)
25.1.4 <u>Commitment Periods and Discount Percentages</u> (Cont'd)			(N)
<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>	(N)
Switched Access DS1			(N)
Direct Trunked			(N)
Transport and Entrance			(N)
Facility	24 months	5%	(N)
	36 months	15%	(N)
	60 months	25%	(N)
	84 months	30%	(N)
Switched Access DS3			(N)
Direct Trunked			(N)
Transport and Entrance			(N)
Facility	24 months	5%	(N)
	36 months	10%	(N)
	60 months	35%	(N)
	84 months	40%	(N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.5 Changes to the Discount Percentage (N)

The discount percentage will not be subject to Telephone Company
initiated decreases during the commitment period. For example, if the
Telephone Company initiates a decrease in the discount percentage for a
particular commitment period from 25 percent to 20 percent, the existing
discount percentage of 25 percent will continue to be applied through the
balance of the customer's commitment period. (N)

If the Telephone Company initiates an increase in the discount percentage
during the commitment period, the increased discount percentage will be
used to determine the rates applicable to the customer. For example, if
the Telephone Company initiates an increase in the discount percentage
for a particular commitment period from 25 percent to 30 percent, the new
30 percent discount will be applied through the balance of the customer's
commitment period. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.6 Application of the Discount (N)
- The Telephone Company shall apply the discount percentage on a monthly basis during the commitment period to each Channel Termination, Channel Mileage, Optional Feature or Function or BSE monthly rate element. (N)
- The customer may exceed its minimum commitment by up to thirty percent (i.e., the maximum service level). For example, if the minimum commitment is 10,000 equivalent DSOs, the maximum service level would be 30% greater or 13,000 equivalent DSOs which will receive the discount. (N)
- Beginning on month six and every six months thereafter, the Telephone Company will conduct a true-up which compares the average number of equivalent DSOs actually in service over the preceding six months to the average number of equivalent DSOs which comprise the minimum commitment. The true-up process will determine if the customer has not met its minimum commitment, has met its minimum commitment and is below the maximum service level, or has met its minimum commitment and exceeded the maximum service level. (N)
- For purposes of applying the discount percentage and administering the terms and conditions of the Commitment Discount Plan, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub. (N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.6 Application of the Discount (Cont'd) (N)

If the customer failed to maintain its minimum commitment for a service type over the preceding six months, the customer shall be assessed an amount equal to the difference between the total dollar amount associated with that service type over the preceding six months and the total dollar amount associated with that service type which would have been applied over the preceding six months had the minimum commitment been satisfied. The Telephone Company will calculate the difference as follows. (N)

(Step 1) The Telephone Company will calculate the average number of DSO equivalent Standard Channel Terminations which were in service over the preceding six months by summing the actual number of DSO equivalent Standard Channel Terminations for each of the last six months, adjusting the minimum commitment for any service upgraded as described in 25.1.3 preceding, and dividing by six. The resulting number represents the average equivalent DSO Standard Channel Terminations per month (i.e., monthly equivalent DSO count). (N)

(Step 2) The Telephone Company will calculate the average rate assessed per DSO equivalent by first summing the total monthly charges associated with all channel terminations, channel mileage and optional features and functions or BSEs rate elements for that type of service over the preceding six months and dividing by six. The resulting amount is then divided by the average monthly equivalent DSO count determined in Step 1. (N)

(Step 3) The Telephone Company will calculate the average minimum commitment for that service type by first summing the minimum commitment for each of the preceding six months, adjusting the minimum commitment for service upgrades as described in 25.1.3 preceding, and dividing the resulting total by six. The resulting number represents the average minimum commitment for the preceding six months. (N)

(Step 4) The Telephone Company will determine the shortfall by subtracting the average number of equivalent DSOs in service as determined in Step 1 from the number of equivalent DSOs which comprise the average minimum commitment. (N)

(Step 5) To determine the amount due from the customer, the Telephone Company will multiply the average rate per equivalent DSO determined in Step 2 by the shortfall determined in Step 4 and multiply the resulting amount by six. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. (N)

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25. Discount Plans (Cont'd) (N)25.1 Commitment Discount Plans (Cont'd) (N)25.1.6 Application of the Discount (Cont'd) (N)

If the customer has satisfied its minimum commitment and is below the maximum service level for the preceding six months, no corrective action will be taken. (N)

If the customer has satisfied its minimum commitment for the preceding six months but exceeded its maximum service level, the Telephone Company will apply an adjustment in order to true-up the discount which was applied in excess of that allowed by the maximum service level. The true-up will result in an adjustment (charge up) of the discounted excess amount back to standard, non-discounted rates, unless the customer elects to increase its minimum commitment upward to at least 90% of the total number of DS0 equivalent Standard Channel Terminations for the type of service involved at the time the true-up was performed. If an adjustment is to be applied, the Telephone Company will calculate the adjustment as follows. (N)

(Step 1) The Telephone Company will calculate the average number of equivalent DS0 Standard Channel Terminations which were in service over the preceding six months by summing the actual number of equivalent DS0s for each of the last six months, adjusting the minimum commitment for any service upgraded as described in 25.1.3 preceding, and dividing the resulting total by six. The resulting number represents the average monthly equivalent DS0 Standard Channel Termination count (i.e., monthly equivalent DS0 count). (N)

(Step 2) The Telephone Company will calculate the average rate assessed per equivalent DS0 by first summing the total reduced monthly charges associated with all channel termination, channel mileage and optional features or functions or BSEs rate elements for the preceding six months and dividing by six. The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1. (N)

(Step 3) The Telephone Company will calculate the average minimum commitment by first summing the minimum commitment for each of the preceding six months and dividing by six. The resulting number represents the average minimum commitment for the preceding six months. (N)

(Step 4) The Telephone Company will determine the maximum service level by multiplying the minimum commitment by 1.3 (i.e., the minimum commitment plus thirty percent). (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.6 Application of the Discount (Cont'd) (N)
- (Step 5) The Telephone Company will determine the number of equivalent DSOs which already received a discount over the preceding six months, but were in excess of the maximum service level by subtracting the maximum service level calculated in Step 4 from the average equivalent DSO Standard Channel Termination count determined in Step 1. (N)
- (Step 6) To determine the total dollar amount associated with the equivalent DSOs which received a discount in excess of the maximum service level, the Telephone Company will multiply the excess equivalent DSO Channel Terminations in Step 5 by the average total rate per DSO equivalent in Step 2 and multiply the result by six. (N)
- (Step 7) To determine the non-discounted total dollar amount for the equivalent DSOs which were in excess of the maximum service level, the Telephone Company will recalculate the amount determined in Step 6 back to standard, non-discounted rates as follows. First, the Telephone Company will multiply the average total rate per equivalent DSO determined in Step 2 by the number of equivalent DSOs which were in excess of the maximum service level in Step 5 and divide the result by the discount factor (i.e., 1 minus the discount percentage). For example, a ten percent discount would result in a calculation of 1 minus .1 for a discount factor of .9. The resulting amount is then multiplied by six. (N)
- (Step 8) To determine the amount due from the customer, the Telephone Company will subtract the amount paid in Step 6 from the amount owed in Step 7. The resulting amount will be the amount adjusted (charged up) as a result of the true-up process. The amount due from the customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. (N)
- In the event that the customer disputes the amount adjusted by the Telephone Company following the true-up process, the customer must notify the Telephone Company of the dispute within six months of the adjustment being applied (i.e., prior to the next scheduled true-up). (N)

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25. Discount Plans (Cont'd) (N)

25.1 Commitment Discount Plans (Cont'd) (N)

25.1.7 Rate Changes (N)

The rates to which the discount percentage is applied are subject to (N)
change over the commitment period selected by the customer. An increase (N)
in the rate will result in an increase to the rates applicable to the (N)
customer or a decrease in the rate will result in a decrease to the rates (N)
applicable to the customer. For NYNEX Enterprise Services which are (N)
provided with rate stability, rate changes are subject to the regulations (N)
specified in 25.1.8 following. (N)

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25. Discount Plans (Cont'd) (N)

25.1 Commitment Discount Plans (Cont'd) (N)

25.1.8 Rate Stability (N)

For NYNEX Enterprise Services which are provided with Rate Stability, the (N)
discount percentage is applied to the rate stability base rates specified (N)
in Section 31. following. Such rates will not increase over the (N)
commitment period selected by the customer. However, the Telephone (N)
Company may initiate an increase in the discount percentage as set forth (N)
in 25.1.4 preceding or may decrease the rate stability base rate. A (N)
decrease in the Rate Stability base rate will result in a decrease to the (N)
rates applicable to the customer. In no case will the Rate Stability (N)
base rate exceed the non-discounted monthly rate for the service. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.9 Commitment Periods (N)
- The commitment period is the actual number of months for which the (N)
Commitment Discount Plan will be in effect and the percentage discount (N)
will be applied. (N)
- (A) Selection of a Commitment Period (N)
- When establishing a Commitment Discount Plan, the customer must select a (N)
commitment period for each type of service included in the plan. The (N)
commitment period will be the number of months over which the percentage (N)
discount associated with that commitment period will be applied to the (N)
monthly rate elements for the type of service involved. The commitment (N)
periods and their associated percentage discounts are specified in (N)
25.1.4 preceding. (N)
- (B) Effective Date of Commitment Period (N)
- Where the Commitment Discount Plan is requested to be provided (N)
coincident with the connection of new services or on existing services, (N)
the commitment period will begin the first bill day in the month (N)
following the month in which the customer provided the Telephone Company (N)
with written confirmation to have service provided under a Commitment (N)
Discount Plan. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plan (Cont'd) (N)
- 25.1.9 Commitment Periods (Cont'd) (N)
- (C) Expiration of a Commitment Period (N)
- At the expiration (end) of its selected commitment period, the customer (N)
will have the option of selecting any then effective commitment period (N)
for the type of service involved, extending the expiring commitment (N)
period as set forth in (D) following (in which case the current discount (N)
percentage and terms and conditions of the existing plan will continue (N)
to apply) or continuing service without any discount plan. If all (N)
commitment periods under the Commitment Discount Plan have expired, the (N)
customer also has the option of selecting any then effective Service (N)
Discount Plan as set forth in Section 7.4.10 or Section 6.7.16 preceding (N)
for Special or Switched Access Service, respectively. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Commitment Periods (Cont'd)

- (D) Extension of a Commitment Period (N)
- At any time prior to the expiration of the selected commitment period (N)
for an existing Commitment Discount Plan, the customer may extend the (N)
commitment period by cancelling the existing plan and selecting a new (N)
plan with a commitment period which is equal to or longer than the (N)
original commitment period associated with the cancelled plan. (N)
Termination liability charges as set forth in 25.1.10 following are not (N)
applicable provided that the commitment period of the new plan is equal (N)
to or longer than the commitment period of the plan being cancelled. (N)
The customer also has the option to extend the expiration date of the (N)
commitment period for a specific service level at the same discount (N)
percentage currently being applied, provided that the new expiration (N)
date for the commitment period is the same as, or sooner than, the (N)
expiration date associated with the longest commitment period under the (N)
customer's Commitment Discount Plan. Termination liability charges as (N)
set forth in 25.1.10 following are not applicable to the cancelled plan (N)
provided that the minimum service commitment as of the date of extension (N)
is maintained during the period of extension. (N)
- (E) Cancellations (N)
- Except as set forth in (D) preceding, cancellation of a Commitment (N)
Discount Plan will result in the application of termination liability as (N)
set forth in 25.1.10 following. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Commitment Periods (Cont'd)(F) Time In-Service Credit (N)

Time in-service credit will be granted for each type of service being (N)
 converted from a Service Discount Plan to the Commitment Discount Plan (N)
 if at least one of the services of the type being converted has been (N)
 under its Service Discount Plan for at least twenty-four months. The (N)
 amount of time in-service credit granted for each eligible service type (N)
 is determined by the commitment period the customer selects for its (N)
 Commitment Discount Plan as follows. (N)

<u>Time In-Service for SDP</u>	<u>Time In-Service Credit for CDP</u>	(N)
Up to 24 months	3 months credit on a CDP of	(N)
	24 months or longer	(N)
24 months to 36 months	6 months credit on a CDP	(N)
	commitment period of 36	(N)
	months or longer	(N)
37 months to 60 months	12 months credit on a CDP	(N)
	commitment period of 60	(N)
	months or longer	(N)
61 months to 84 months	18 months credit on a CDP	(N)
	commitment period of 60	(N)
	months or longer	(N)

Time in-service credit will be applied to the end of the Commitment (N)
 Discount Plan commitment period thereby reducing the number of months (N)
 for which termination liability charges are applicable. For example, a (N)
 commitment period of sixty months with twelve months of time in-service (N)
 credit applied will not be subject to termination liability charges (N)
 after the forty-eighth month of the sixty month commitment period. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.10 Termination Liability (N)
- Termination liability applies (1) when a Commitment Discount Plan is (N)
cancelled prior to the end of the customer selected commitment period, (N)
unless such cancellation is associated with the extension of a commitment (N)
period as set forth in 25.1.9(D) preceding; or (2) when all services in (N)
the Commitment Discount Plan are disconnected prior to the end of the (N)
customer selected commitment period. (N)
- The termination liability charge applies in addition to any applicable (N)
minimum period charges. (N)
- There are two methods (i.e., Option 1 or Option 2) of determining and (N)
calculating the termination liability charge. The Telephone Company will (N)
calculate the charge using both methods and apply the method which (N)
produces the lesser termination liability charge. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.10 Termination Liability (Cont'd) (N)
- Option 1 Termination Liability Charge Method and Calculation (N)
- Under Option 1, the termination liability charge is 50% of the applicable (N)
monthly rates for each month or fraction thereof remaining in the (N)
selected commitment period, less any time in-service credit which may (N)
have been applied. The termination liability charge applies in addition (N)
to the charge associated with satisfying the minimum period requirement (N)
as set forth in Section 5.2.5 preceding. (N)
- The termination liability charge will be calculated as follows: (N)
- (Step 1) The Telephone Company will conduct a final true-up to determine (N)
the average number of equivalent DS0 Standard Channel Terminations in (N)
service since the last true-up was performed and the total dollar amount (N)
associated with the equivalent DS0 monthly rate elements which were in (N)
service since the last true-up was performed. (N)
- (Step 2) Using the data determined in the final true-up and all (N)
applicable previous true-ups, the Telephone Company will calculate an (N)
average rate per equivalent DS0. (N)
- (Step 3) The Telephone Company will multiply the average rate per (N)
equivalent DS0 from Step 2 by the number of equivalent DS0s which (N)
comprise minimum commitment and multiply the result by the number of (N)
months and fraction thereof remaining in the commitment period, less any (N)
time in-service credit which may have been applied or the number of (N)
months from the end of the minimum period requirement to the end of the (N)
commitment period, less any time in-service credit which may have been (N)
applied, as applicable. The amount due from the customer is not subject (N)
to any late payment factor as specified in Section 2.4.1 preceding. (N)
(N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.10 Termination Liability (Cont'd) (N)
- Option 2 Termination Liability Charge Method and Calculation (N)
- Termination liability under Option 2 will be calculated as follows. (N)
- Where there is no Commitment Discount Plan commitment period less than the actual time the Commitment Discount Plan has been in effect, the termination liability charge will be the difference between the total dollar amount of the full (non-discounted) monthly rates and the total dollar amount of the discounted monthly rates for the period of time that the plan was in effect. The Telephone Company will conduct a final true-up on the plan for the period of time since the last true-up was performed up to the date of disconnection or cancellation. The termination liability charge will be calculated using data from the final true-up and any previous true-up(s) performed since the plan was established. (N)
 - Where there is a Commitment Discount Plan commitment period less than the actual time the Commitment Discount Plan has been in effect, the termination liability charge will be the difference for the prior twenty-four months between the discounted monthly rates resulting from the highest Commitment Discount Plan commitment period that could have been satisfied prior to disconnection of service or cancellation of the plan and the discounted monthly rates resulting from the Commitment Discount Plan which was selected by the customer. The following example illustrates the application of a termination liability charge. If a customer with a 60 month commitment period were to disconnect all services in the plan after 40 months and 5 days, the highest Commitment Discount Plan commitment period which could have been satisfied is 36 months. To determine the termination liability charge, the Telephone Company will conduct a final true-up on the plan for the period of time since the last true-up was performed to the date of disconnection or cancellation. (N)

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25. Discount Plans (Cont'd) (N)
- 25.1 Commitment Discount Plans (Cont'd) (N)
- 25.1.10 Termination Liability (Cont'd) (N)
- Option 2 Termination Liability Method and Calculation (Cont'd) (N)
- Using the data from the final true-up and any previous true-up data necessary to recalculate the prior twenty-four months, the Telephone Company will calculate the termination liability charge as follows. (N)
- (1) Determine the total dollar amount associated with all of the monthly rate elements which were discounted over the previous twenty-four months (i.e., the actual discounted dollar amounts for the prior twenty-four months). (N)
- (2) Determine the total dollar amount (with no discount applied) for the same rate elements in (1) for the prior twenty-four months and apply the discount percentage for the highest commitment period which could have been satisfied (36 months in this example). (N)
- (3) If the total dollar amount in (1) is greater than the total amount in (2), the Telephone Company will subtract the total dollar amount in (2) from the total dollar amount in (1) and credit the difference to the customer. If the total dollar amount in (2) is greater than the total dollar amount in (1), the Telephone Company will subtract the total dollar amount in (1) from the total dollar amount in (2) and apply the difference as an adjustment (charge up) to the customer. (N)
- 25.1.11 Minimum Period (N)
- The minimum period for any service provided under the Commitment Discount Plan is one year. (N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services26.1 Service Descriptions26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS)

(A) Basic Channel Description

NYNEX Enterprise SONET Private Network Service (NESPNS) is a high capacity channel for synchronous transmission of 155.52 Mbps (OC3), 622.08 Mbps (OC12) and 2.488 Gbps (OC48) data with inherent protection. NESPNS channels are provided between customer designated premises or between customer designated premises and a CO Node and may be configured with a ring architecture. At wire centers (WCs) with a CO Node, NESPNS channels may be connected with other NESPNS channels of the same or different speed, with DS3 or DS1 asynchronous services or with NYNEX Enterprise ATM Cell Relay Service as set forth in Section 27. following. (C) (C)

NESPNS consists of Central Office Nodes, Premises Nodes, Premises OC3, DS3, STS-1 and DS1 Ports, DS3 and DS1 Extensions, SONET Distribution Channels (SDCs) and Channel Mileage. A node is a designation of either a customer location or Company wire center that has Add/Drop Multiplexing (ADM) capability. The customer may choose to provide the customer premises node equipment that is compatible with Telephone Company CO Node equipment as described in GR-253-CORE, Issue No. 1. (C) (x)

When the customer provides the premises node equipment, Telephone Company premises node and applicable port rates and charges will not apply. Service must consist of at least 2 Telephone Company provided Nodes. When the Telephone Company provides the premises node, it will be installed in a common space at the customer designated premises and will be under Telephone Company control. The customer may also split its traffic between two premises nodes at its designated premises. The two nodes arranged in this manner will be connected to the same SONET distribution channel connecting the customer designated premises to its serving wire center.

When the customer chooses to provide their own Premises Node Equipment, timing may be provided by the customer by a stratum 3 source or may be derived from the Telephone Company SWC as described in GR-253-CORE, Issue No. 1. (C) (x) (C) (x)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS) (Cont'd) (T)

(B) Rate Categories

The rates and charges are set forth in 31.26 following.

(1) SONET Distribution Channel

A SONET Distribution Channel (SDC) is provided between a customer designated premises and a SWC with facility redundancy in the event of a failure.

The SDC rate category applies per point of termination and is (C)
differentiated by certain criteria (e.g., the bandwidth capacity and (C)
number of SDCs on a ring) as specified in Section 31.26 following. (C)

Network designs comprised of 2 or more SDCs of the same speed and 3 or (T)
more nodes of the same speed will experience on average a transmission (T)
capacity loss per SDC.

When the customer elects to have premises node diversity at its (N)
designated premises, only one SDC is required to connect the two (N)
premises nodes to their serving wire center. (N)

(2) Central Office Node

The CO Node provides ADM (Add/Drop Multiplexing) capability at a WC selected by the customer and may be connected to two other nodes (i.e., connected to CO Nodes with the Channel Mileage Component(s) or connected to other Premises Nodes with SDC Component(s)) to form a ring architecture. The ADM provides a multiplexing function that allows lower level services selected by the customer to be added or dropped from an optical carrier channel. The ADM also performs electrical to optical conversions and controls the operation of the ring protection features.

CO Nodes are subject to a monthly rate per node. However, when a new node is installed on a ring subsequent to the initial installation of service, a Nonrecurring Charge will also apply.

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26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.1 NYNEX Enterprise SONET Private Network Service (SPNS) (Cont'd)

(B) Rate Categories (Cont'd)

(3) Premises Node

The Premises Node provides the ADM (Add/Drop Multiplexing) capability necessary to terminate OC3, OC12 or OC48 Services at the customer designated premises. The Premises Node may be provided by either the Telephone Company or the customer. When ordered from the Telephone Company, this rate applies per NESPNS delivered to the customer designated premises.

A monthly rate applies per Premises Node. However, if a premises node is installed on a ring subsequent to the initial installation of service, or for a move within the same building or to a different building, a Nonrecurring Charge will also apply. The Nonrecurring Charge does not apply to nodes installed subsequent to installation if the node is not part of a ring.

(4) Premises Port

A premises Port is the termination of a customer's channelized service that is connected to the customer premises node equipment. The Premises Port applies when the Telephone Company provides the premises Node and when the customer wishes to connect its lower bit rate channelized OC3, DS3, DS1 and STS-1 Services to the higher bit rate NESPNS delivered at the premises. The DS1 Ports are only available with an OC3 Premises Node. The STS-1 Ports are available with OC3, OC12, and OC48 Premises Nodes.

(C)

(C)

(C)

The Premises Port rate category applies per port.

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Service (Cont'd)26.1 Service Descriptions (Cont'd)26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS) (Cont'd)

(B) Rate Categories (Cont'd)

(5) Channel Mileage

The Channel Mileage rate category provides for the facilities with back-up protection between the SWCs of the customer's designated premises or between a SWC and a CO Node. For example, when an OC48 that is channelized to an OC12 will be connected to a different SWC, an OC12 Channel Mileage Rate will apply. The mileage used to determine the monthly rate for the Channel Mileage is specified in 7.4.6 preceding.

Channel Mileage rates are differentiated by certain criteria (e.g., the bandwidth capacity and number of nodes involved) as specified in Section 31.26 following.

This rate category consists of a fixed and a per mile rate. For a CM Component that is part of a design that consists of only 2 nodes, a fixed and a per mile rate applies.

When a CM Component is part of a design which consists of 3 or more nodes of the same speed or 5 or more nodes served by 4 or more wire centers, the following applies. The first CM component on a ring consists of a fixed and a per mile rate. The second and over CM components on the ring consist of a per mile rate only.

(6) Extensions

The Extension rate category provides for connections between a NESPNS and a DS3 and DS1 asynchronous service within the same wire center as the NESPNS CO Node or between a NESPNS and an ATM Cell Relay Service User Network Interface (UNI) within the same wire center.

Asynchronous services are specified in Sections 6. and 7. preceding.
ATM Cell Relay Service is as specified in Section 27. following.

(C)

(C)

(C)

(C)

(C)

(N)

(N)

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26. NYNEX Enterprise SONET Access Service (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS) (Cont'd)

(B) Rate Categories (Cont'd)

(7) Premises Node Diversity Option

This option provides for a second premises node at a customer designated premises which is connected to the same SDC as the first premises node. The rate element for the premises node diversity option is the applicable premises node rates and charges as described in (3) preceding. A second SDC does not apply to the second premises node at a customer designated premises.

(C) Technical Specifications

NESPNS technical specifications are delineated in GR-253-CORE, Issue 1. (C) (x)

(D) Channel Interface Codes

Channel Interface Codes are described in 7.3 preceding.

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ACCESS SERVICE

26. NYNEX Enterprise SONET Private Network Service (NESPNS) (Cont'd)

(Z)

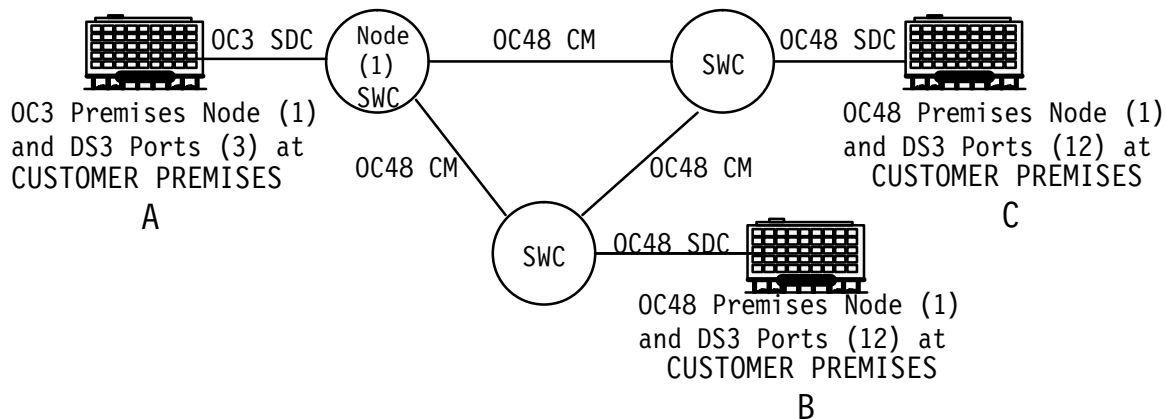
26.1 Service Description

26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS)

(C) Application Of Rates

EXAMPLE OF A RING CONNECTING 3 CUSTOMER DESIGNATED PREMISES UTILIZING
TELEPHONE COMPANY PREMISES NODES

DIAGRAM OF APPLICABLE RATES



SDC - SONET Distribution Channel

CM - Channel Mileage

SWC - Serving Wire Center

Applicable Rate Elements

- OC3 Full SDC (1 applies)
- OC48 Reduced SDC (2 apply)
- OC48 Reduced CM (1 1st and 2 2nd and over channels apply)
- OC48 Premises Node (2 apply)
- OC3 Premises Node (1 apply)
- OC48 CO Node

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS)

(D) Terms and Conditions

(1) Commitment Periods

Available Service Discount Plans and associated termination liabilities are described in 7.4.10 preceding.

(2) Service Order Due Date

Service is available based on a negotiated due date as described in 5.2.1(B) preceding.

(3) Minimum Period

The minimum period is twenty-four months.

(C)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (T)
- 26.1 Service Descriptions (Cont'd) (T)
- 26.1.1 NYNEX Enterprise SONET Private Network Service (NESPNS) (T)
- (D) Terms and Conditions (Cont'd)
- (1) The following terms and conditions also apply.
- 7.1.6, Design Layout Report
 - 7.1.7, Acceptance Testing
 - 7.1.8, Ordering Options and Conditions
 - 7.3, Channel Interface and Network Channel Codes
 - 7.4.1, Types of Rates and Charges *
 - 7.4.2, Surcharge (applies when NESPNS is not connected to DS3 Switched Services)
 - 7.4.6, Mileage Measurement
 - 7.2.9 and 7.4.11, Shared Billing Arrangement (N)

* The same description and terms and conditions that apply to CTs also apply to SDC(s).

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service#

(C)

(A) Basic Service Description

Enterprise SONET Service (ESS) is a managed, high capacity network service provided over fiber optic facilities and SONET network elements configured in ring architectures. The type of facilities and use of a ring architecture allow for high performance and reliability parameters with a level of redundancy and diversity which limit a single service affecting event from interrupting service.

The Telephone Company will transport DS1 and DS3 signals over the ESS ring(s) and manage delivery of such signals to the customer's premises which has been designated as its Network Access Point. The Network Access Point is the premises at which the customer has designated that the DS1 and DS3 signals which are carried over the ESS ring(s) will be delivered to/from the customer over an OC-3 or OC-12 interface. The Network Access Point must have SONET based loop facilities to its serving wire center which must be an ESS Hub as specified in (B) following.

Enterprise SONET Service has been replaced by IntelliLight® Customer Assurance Network (ICAN) Service as set forth in Section 26.1.3 following. (N)
Notwithstanding the regulations set forth in Section 26.1.3 following, the (N)
Telephone Company will continue to provide ESS Ring Transport services to (N)
customers who are subscribing to ESS as of the date that ICAN is introduced. (N)
Such services will be provided for eighteen (18) months or until such time as (N)
the Telephone Company and customers are able to convert existing ESS networks (N)
to ICAN networks, whichever occurs first, at which time only ICAN services may (N)
be ordered. Following conversion of all ESS networks to ICAN networks, ESS as (N)
set forth in this section will no longer be available and will be removed from (N)
this tariff. (N)

(This page filed under Transmittal No. 520)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(B) Service Configuration

ESS is provided over fiber optic facilities and SONET network elements configured in ring architectures allowing for entrance to the Network Access Point and transport between ESS Hubs. An ESS Hub is a wire center assigned to ESS at which DS1 and DS3 signals may be added to, or dropped from, the ring using SONET add/drop multiplexing equipment (i.e., a Node) located in that wire center. Several ESS Hubs will be connected together to create an ESS serving area, as determined by the Telephone Company. The ESS serving area is the geographic location in which the Telephone Company will collect the customer's DS1 and DS3 signals for delivery over the ESS ring to the associated Network Access Point. Service may be provided as a single ring or as two interconnected rings (i.e., entrance ring and transport ring) based on the interface requirements at the Network Access Point.

Where ESS is requested in a geographic area which the Telephone Company has not yet identified as being within the ESS serving area, or in the event that suitable facilities are not available within an ESS serving area to construct the entrance ring, Special Construction charges as set forth in Section 5.1.3 preceding may also apply.

Service availability limited. See # footnote in (A) preceding.

(N)

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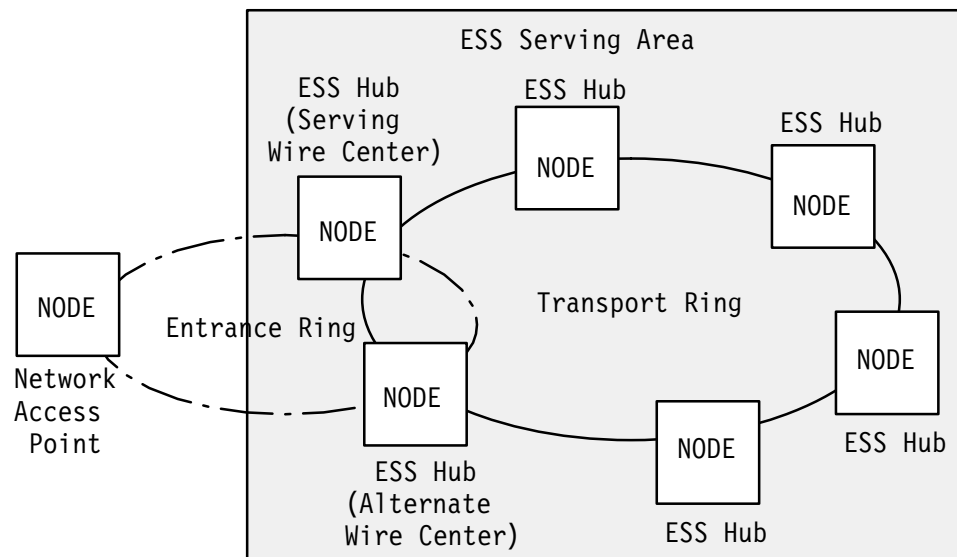
ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(B) Service Configuration (Cont'd)

The following depicts ESS configured as an entrance ring which is interconnected with a transport ring. The entrance ring is comprised of fiber optic transmission facilities connecting three (3) SONET nodes located at the customer's designated Network Access Point, at the serving wire center and at the alternate wire center as selected by the Telephone Company. At the customer's designated Network Access Point, the customer must provide SONET equipment which is compatible with the Telephone Company's SONET network equipment as delineated in Technical Reference GR-253-CORE, Issue No. 1. The entrance ring is interconnected with the transport ring at the ESS Hub located in the serving wire center of the Network Access Point.



Service availability limited. See # footnote in (A) preceding.
(This page filed under Transmittal No. 522)

(N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(C) Ring Transport

Ring Transport Services are DS1 and DS3 services which are transported over the ESS ring to the customer designated Network Access Point. For purposes of rating DS1 and DS3 Ring Transport Services, the DS1 or DS3 provides the transmission path from the Network Access Point to the serving wire center of the other customer designated premises involved. Calculation of the mileage measurement for Ring Transport Services are as described in (H) following. The connection to the other customer designated premises must be an asynchronous, non-channelized, Special Access DS1 or DS3 Service channel termination. The Alternate Serving Wire Center optional feature as set forth in Section 7. preceding is not available on 1.544 Mbps or 44.736 Mbps High Capacity Service channel terminations provided in conjunction with Enterprise SONET Service. The asynchronous Special Access Service will be added to, or dropped from, the ring at an ESS Hub. The Telephone Company will manage delivery of such services from the ESS Hub to the OC-3 OC-12 channel interface at the Network Access Point. Only DS1 and DS3 signals will be transported over the ring.

(D) Minimum Service Commitment

The minimum service commitment for ESS is the greater of 336 equivalent DS1s or ninety percent (90%) of the customer's equivalent DS1s within the service area associated with the designated Network Access Point as defined in (B) preceding. When determining the number of equivalent DS1s, each DS1 level service represents one equivalent DS1 and each DS3 level service represents twenty-eight equivalent DS1s. The minimum service commitment must be met within the first eighteen months of service (i.e., conversion period). The minimum service commitment will be the commitment used when determining any shortfall charges as set forth following or any termination liability as set forth in Section 7.4.10 preceding. ESS will not be provided with a commitment that is less than 336 equivalent DS1s.

Service availability limited. See # footnote in (A) preceding.
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(N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(D) Minimum Service Commitment (Cont'd)

If the customer has not met its minimum service commitment at the end of the conversion period (i.e., first eighteen months of service or the month after the customer has satisfied its minimum service commitment, whichever occurs first), shortage charges apply for each month that the total number of equivalent ESS DS1 Ring Transport Services is short of the minimum service commitment. The charge to be applied each month that is short of the minimum service commitment is calculated as follows.

- First, determine the number of equivalent DS1s for the month which are short of the minimum service commitment.
- Then, determine the monthly rate for DS1 Ring Transport. The monthly rate to be used is the discounted monthly rate for a DS1 Ring Transport based on the lowest mileage band (i.e., "0 Mile" mileage band). DS3 Ring Transport Service monthly rates are not utilized when calculating the shortfall charge for failure to maintain the minimum service commitment. The monthly rates for DS1 Ring Transport are set forth in Section 31.26.2 following. Service Discount Plan discount percentages are set forth in Section 7.4.10(B) preceding.
- Finally, multiply the discounted monthly rate for DS1 Ring Transport determined above by the number of equivalent DS1s short for that month. The resulting amount is the shortage charge to be applied for that month.

Shortage charges do not apply during the first eighteen months of service or in any month prior to the customer satisfying the minimum service commitment, whichever occurs first.

Service availability limited. See # footnote in (A) preceding.

(N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(E) Minimum Service Period

The minimum service period for the committed number of equivalent ESS DS1 Ring Transport Services is thirty-six months or sixty months (i.e., the commitment period selected by the customer), as applicable. In addition, each of the committed ESS Ring Transport Services are individually subject to a minimum service period of three months. All remaining ESS DS1 and DS3 Ring Transport Services are individually subject to a minimum service period of three months. When the minimum service period has not been satisfied, a minimum service charge applies for the balance of the minimum service period. The charge for each month or fraction thereof remaining in the minimum service period is the applicable monthly rate for the service.

(F) Technical Specifications

The technical specifications for DS1 and DS3 level services provided over SONET ring configurations are delineated in Technical Reference GR-253 CORE, Issue No. 1. The technical specifications for DS1 and DS3 signals are delineated in the technical references set forth for High Capacity Services and NYNEX Enterprise Services as set forth in Section 7.2.9 and 7.2.13 preceding, respectively.

(G) Channel Interface Codes

The channel interface code at the Network Access Point for OC-3 or OC-12 interface requirements is 04SOF.E.

The channel interface codes at customer designated premises other than Network Access Points are the channel interface codes as specified in Section 7.3 preceding for the specific type of Special Access Service being provided (e.g., NYNEX Enterprise DS1 Service).

Compatible CIs

04SOF.E	04DU9.DN
04SOF.E	04DU9.BN
04SOF.E	04DS9.1KN
04SOF.E	04DS9.1SN
04SOF.E	04DS6.44

Service availability limited. See # footnote in (A) preceding.
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(N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(H) Application of Rates and Charges

The monthly rates and nonrecurring charges for ESS are comprised of DS1 and DS3 Ring Transport Services which are subject to mileage bands. There are two rates that apply per band, i.e., a fixed per band and a rate per mile. The mileage band is determined by calculating the airline distance between the serving wire center associated with the Network Access Point and the serving wire center associated with the other customer designated premises involved. Mileage bands for ESS DS1 and DS3 Ring Transport Services are shown in Section 31.26.2 following. To determine the rate to be billed, first compute the mileage using the V&H coordinates method as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION INC., TARIFF F.C.C. NO. 4, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and apply the rates for that band.

In addition to Ring Transport charges, monthly rates and nonrecurring charges apply for each asynchronous Special Access Service which provides the channel termination to the customer designated premises which is not the Network Access Point. Such asynchronous Special Access Service shall be added to, or dropped from, the ring at the closest ESS Hub.

Service availability limited. See # footnote in (A) preceding.

(N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.2 Enterprise SONET Service# (Cont'd)

(C)

(H) Application of Rates and Charges (Cont'd)

ESS is provided under a Service Discount Plan of 36 months or 60 months as set forth in Section 7. preceding. Asynchronous services which are added to, or dropped from, the ring must be provided under a Service Discount Plan for 36 months or 60 months as determined by the number of months selected by the customer for its ESS Ring Transport Services. The discount to be applied to the channel termination associated with the asynchronous service is the discount percentage for the type of asynchronous service provided. For all other requirements under the Service Discount plan, the associated asynchronous Special Access Service channel termination is subject to the requirements specified for ESS DS1 and DS3 Ring Transport Services as set forth in Section 7.4.10 preceding, in lieu of the service discount plan requirements which would normally apply to that service.

(I) Inter-operability Testing

At no additional charge, the Telephone Company will, within the first sixty days following notification from the customer that it is ready to begin the testing phase of ESS, cooperatively test inter-operability between the customer's SONET based network elements and the Telephone Company's ESS ring(s). During the test period, the Telephone Company will only accept orders associated with testing inter-operability between the customer's network and that of the Telephone Company. Orders to rearrange existing services on to ESS or to install new services on to ESS will not be accepted until such time as the customer and the Telephone Company mutually agree that such orders may be placed.

In the event that the customer and the Telephone Company can not mutually agree that the results of the test period constitute approval to allow orders for other than test purposes, either (i) the customer may cancel its request for ESS without the application of termination liability charges or satisfying minimum period requirements; or (ii) the Telephone Company will inform the customer that its request for ESS can not be satisfied, in which case no termination liability charges or minimum period charges will be applicable.

Service availability limited. See # footnote in (A) preceding.
(This page filed under Transmittal No. 522)

(N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight[®] Customer Assurance Network (ICAN) (N)

(A) General (N)

IntelliLight[®] Customer Assurance Network (ICAN) provides a network that maximizes fault tolerance and disaster recovery capabilities. (N)

ICAN consists of transmission facilities that are ordered and provisioned from end to end. ICAN service and billing components include entrance rings and DS1, DS3, OC-3 and OC-3c transport channels. (N)

The ICAN entrance ring is provided at a customer designated Network Access Point which is a primary customer location where traffic within the LATA is aggregated or from which traffic is distributed in the LATA. The ICAN entrance ring is a high speed SONET access ring with a minimum capacity of four STS-3 channels. This self-healing, diverse fiber path SONET ring is configured with a minimum of three access points or nodes located at the Network Access Point, the serving wire center of the Network Access Point and an alternate wire center as determined by the Telephone Company. At the customer's option, an ICAN entrance ring may include a fourth node located at a secondary customer designated Network Access Point. (N)

With ICAN, the customer's traffic is transported across the Telephone Company's network between the NAP entrance ring and a secondary customer designated premises or a Telephone Company DS1 to Voice multiplexing Hub. Transport channels are rated as set forth in (F) following. (N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(A) General (Cont'd)

ICAN transport channels are provided at service levels of DS1, DS3, OC-3 and OC-3c. Most transport channels are designated as being either On-Net or Off-Net depending on the extent to which the transmission facilities are SONET based. Some transport channels are further configured as either a basic service or as a premium service as determined by the level of survivability in the SONET transmission facilities (i.e., path survivable or path and node survivable). ICAN transport channels include the following configurations.

- On-Net DS1 or DS3 basic transport channels consist of path survivable SONET transmission facilities between the serving wire center of a customer designated Network Access Point and the building of the other customer designated premises involved.
- On-Net DS1 or DS3 premium transport channels consist of path and node survivable SONET transmission facilities between the serving wire center of a customer designated Network Access Point and the building of the other customer designated premises involved.
- Off-Net DS1 or DS3 basic transport channels consist of transmission facilities between the serving wire center of a customer designated Network Access Point and the other customer designated premises involved for which a portion, but not all, of the transmission path is comprised of SONET facilities which are path survivable. The portion of the transmission facilities which is not comprised of path survivable SONET facilities will be provided using facilities from available inventory.
- Off-Net DS1 or DS3 premium transport channels consist of transmission facilities between the serving wire center of a customer designated Network Access Point and the other customer designated premises involved for which a portion, but not all, of the transmission path is comprised of SONET facilities which are path and node survivable. The portion of the transmission facilities which is not comprised of path and node survivable SONET facilities will be provided using facilities from available inventory.

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd) (N)

(A) General(Cont'd) (N)

- DS1 to a Hub basic transport channels consists of transmission facilities between the serving wire center of a customer designated Network Access Point and a Telephone Company DS1 Hub where multiplexing from DS1 to Voice is performed for which all of, or a portion of, the transmission path is comprised of SONET facilities which are path survivable. The portion of the transmission facilities which is not comprised of path survivable SONET facilities will be provided using facilities from available inventory. (N)
- DS1 to a Hub premium transport channels consist of transmission facilities between the serving wire center of a customer designated Network Access Point and a Telephone Company DS1 Hub where multiplexing from DS1 to Voice is performed for which all of, or a portion of, the transmission path is comprised of SONET facilities which are path and node survivable. The portion of the transmission facilities which is not comprised of path and node survivable SONET facilities will be provided using facilities from available inventory. (N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd) (N)

(A) General(Cont'd) (N)

- On-Net OC-3 or OC-3c transport channels consists of SONET (N)
transmission facilities which are path survivable from the serving (N)
wire center of a customer designated Network Access Point to the (N)
point of termination at the other customer designated premises (N)
involved. OC-3 and OC-3c transport channels are provided with a (N)
two-wire or four-wire interface. Two-wire interfaces provide for a (N)
two-fiber network interface. Four-fiber interfaces provide for a (N)
four-wire network interface which includes a second card for 1+1 (N)
protection. (N)
- Off-Net OC-3 or OC-3c transport channels consists of SONET (N)
transmission facilities from the serving wire center of a customer (N)
designated Network Access Point to the point of termination at the (N)
other customer designated premises involved for which only a portion (N)
of the SONET transmission facilities are path survivable. OC-3 and (N)
OC-3c transport channels are provided with a two-wire or four-wire (N)
interface. Two-wire interfaces provide for a two-fiber network (N)
interface. Four-fiber interfaces provide for a four-wire network (N)
interface which includes a second card for 1+1 protection. (N)

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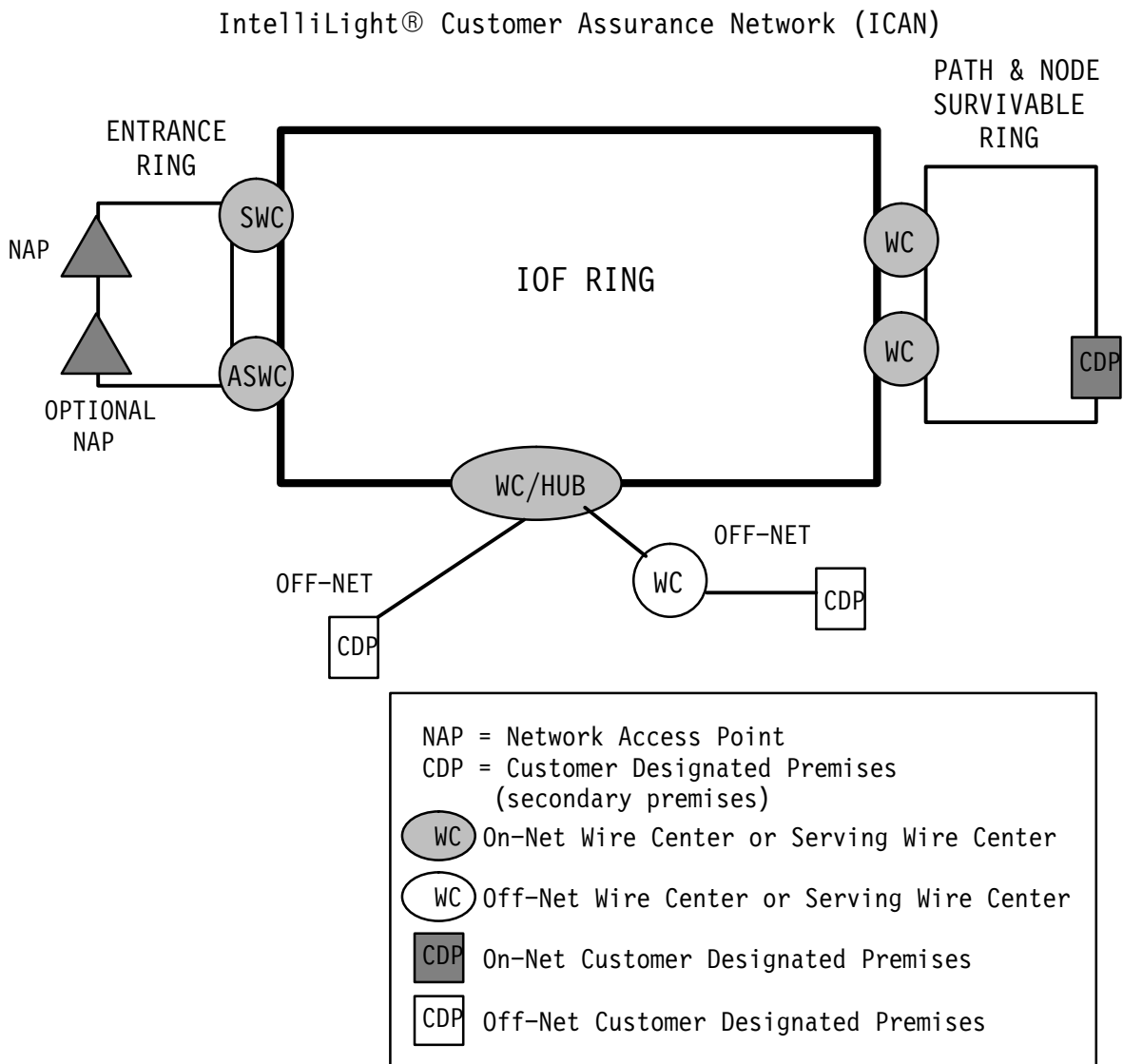
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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(A) General (Cont'd)

An illustration of ICAN is shown below:



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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(B) Terms and Conditions

ICAN is subject to a minimum service commitment which is the greater of (i) a minimum of 336 equivalent DS1 transport services within the serving area of the NAP or (ii) ninety percent (90%) of the customer's embedded base of high capacity Special Access Services within the serving area of the NAP. The minimum service commitment must be met within the first eighteen months of service (i.e., the conversion period).

The ninety percent (90%) commitment level is for the total DS1 equivalency of all DS1 and DS3 Special Access circuits (as defined in Section 7. preceding). The count to determine the 90% commitment will be based on the date that the customer provides the Telephone Company with written agreement for ICAN.

ICAN is provided with a commitment period of five years beginning with the date that the first new ICAN transport channel is installed or the date on which an existing Special Access Service is converted to ICAN, as applicable.

Each subsequent ICAN transport channel is provided under the same five year commitment period on a coterminous basis, regardless of the date on which service is installed or converted. Transport channels may be provisioned and added on a coterminous basis up to the end of the commitment period.

A customer's primary Network Access Point (NAP) must access the Telephone Company's network via an ICAN entrance ring with an OC-12 network interface(s) as described in (A) preceding. The customer must order a minimum of four STS-3s of NAP entrance ring capacity.

The customer may order additional NAP entrance ring capacity (i.e., over four STS-3s) in increments of one STS-3.

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(B) Terms and Conditions (Cont'd)

The Telephone Company will design and size entrance ring(s) and select the wire center nodes on the entrance ring(s).

At the option of the customer, a second NAP entrance ring may be added. The second NAP entrance ring must be for restoration purposes only.

Dual entrances at customer premises and Telephone Company wire centers are not considered a standard feature with ICAN, but may be provisioned in accordance with the regulations, rates and charges applicable to Special Construction of facilities as set forth in Section 5.1.3 preceding.

The customer must provide connecting facility assignment (CFA) for each transport service provisioned over STS-3 channels of the NAP entrance ring.

The Telephone Company will manage the transport network between the customer's CFA at the serving wire center of the NAP entrance ring and the secondary location (i.e., other customer designated premises or Telephone Company DS1 Hub, as applicable), thus eliminating the need to utilize Telephone Company DS3 Hubs.

Available interface codes for ICAN transport services include:

<u>NAP Channel Interface</u>	<u>Secondary Premises Interface</u>
------------------------------	-------------------------------------

OC-12	56 kbps*
OC-12	DS1
OC-12	DS3
OC-12	OC-3
OC-12	OC-3c

A complete list of compatible interface combinations is set forth in (C) following.

* Requires a DS1 transport channel to a Telephone Company DS1 to Voice multiplexing or grooming Hub.

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26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(B) Terms and Conditions (Cont'd)

ICAN includes the connection of Off-Net services that are DS1 and higher capacity. The customer may also order DIGIPATH digital service II at a data rate of 56 kbps, as set forth in Section 7.2.11, which must be multiplexed to DS1 level at designated Telephone Company DS1 to Voice Hubs. The customer is responsible for managing multiplexing at DS1 Hubs and must deliver the muxtplexed DS1 facility to a wire center which is on the ICAN ring.

The commitment period for ICAN is five years. Sixty days prior to expiration, the Telephone Company will notify the customer of the pending expiration. If, on the expiration date, the Telephone Company has not received any notice from the customer, the Telephone Company will continue to bill the customer at the current rate for the next sixty (60) days. The existing minimum commitment levels, as set forth in (B) preceding, and termination liabilities, as set forth in (F)(3) following, will remain in effect for the 60 day extension period. If, at the end of the 60 day period of extension, the customer has not notified the Telephone Company to disconnect service or renew its commitment for a new five year term, the customer's ICAN service will automatically be renewed at the currently effective five year rate and new service commitment levels will be established as of the day following the 60 day period of extension.

ICAN entrance ring STS-3s and transport services are subject to credit for service interruptions under the provisions set forth in Section 2.4.4(B)(7) preceding for NYNEX Performance Plus.

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(C) Compatible Channel Interfaces (N)

Compatible CIs (N)

04FCF.D 04FCF.B (N)

04FCF.D 02FCF.B (N)

04FCF.D 04DS6.44 (N)

04FCF.D 04DU9.CN (N)

04FCF.D 04DU9.SN (N)

04FCF.D 04DU9.1KN (N)

04FCF.D 04DU9.1SN (N)

04FCF.D 04DU9.DN (N)

04FCF.D 04DU5.56 (N)

04FCF.D 04DU5.56S (N)

(D) Deployment and Availability (N)

ICAN is provided under a negotiated service interval as described in
Section 5.2.1(B) preceding. (N)ICAN is available only where sufficient SONET technology exists in the
network to meet the performance requirements for ICAN service. (N)The Telephone Company is solely responsible for ICAN deployment and
design. (N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd) (N)

(E) Conversions (N)

The ICAN minimum service commitment as defined in (B) preceding must be met within the first eighteen (18) months of service (conversion period). The ICAN conversion period begins on the date of receipt of the first ICAN access order following completion of interoperability testing as described in regulations pertaining to the initial ordering period specified in (G) following. (N)

During the conversion period, Special Access Services not yet converted to ICAN will be rated at the rates applicable to that type of service, and not the rates applicable to ICAN transport services. (N)

When an existing Telephone Company provided Special Access Service is converted to ICAN, termination liability as set forth in Section 7.4.10(C) preceding or Section 25. following is not applicable. ICAN transport service rates will apply beginning with the date of conversion of that particular service. (N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(F) Rate Regulations

(1) Monthly Rates

Monthly rates apply for the NAP entrance ring and for each transport service provided. Additional monthly rates apply when the fiber mileage in the circumference of the entrance ring exceeds ten airline miles.

(a) Entrance Ring Rates

The NAP entrance ring(s) are rated on a per STS-3 basis with a minimum of four STS-3s always being applied. Separate rates are shown for service configured with a single NAP or dual NAPs. At the end of each bill period, the Telephone Company will determine the total number of STS-3 channels which are in-service on the entrance ring. The rate to be applied for each in-service STS-3 is the rate shown in Section 31.26.3 following for the total number of STS-3 channels determined by the Telephone Company. For example, if the Telephone Company determines that eight STS-3 channels are in-service on the entrance ring, the rate to be applied for each STS-3 is the rate shown for eight channels.

Included in the rates for the entrance ring is up to ten airline miles of fiber in the ring's circumference. Additional rates apply on a per airline mile basis for each additional airline mile in excess of the first ten miles. The rate for additional airline miles applies for each grouping of up to sixteen STS-3s and not on an individual STS-3 basis.

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd) (N)

(F) Rate Regulations (N)

(1) Monthly Rates (Cont'd) (N)

(b) Transport Channel Rates (N)

DS1 and DS3 ICAN transport channels are rated based on the capacity (N)
of the transport channel, the locations involved, whether the (N)
transport channel is provided as On-Net service or Off-Net service (N)
and the level of survivability of the facilities (i.e., basic or (N)
premium) as described in (A) preceding. (N)

DS1 transport channels to a Hub are rated based on the level of (N)
survivability of the facilities as either basic service or premium (N)
service as described in (A) preceding. (N)

OC-3 and OC-3c transport channels are rated based on whether the (N)
transport channel is provided as On-Net service or Off-Net service as (N)
described in (A) preceding. (N)

The rate for each transport channel applies as a single rate for the (N)
connection from the serving wire center of the NAP to the other (N)
location involved and is subject to mileage bands. The mileage band (N)
is determined by calculating the airline distance between the serving (N)
wire center of the NAP and the wire center serving the other location (N)
involved (i.e., secondary customer designated premises or DS1 Hub, as (N)
applicable). Mileage bands for transport services are shown in (N)
Section 31.26.3 following. To determine the rate to be billed, first (N)
compute the mileage using the V&H coordinates method as described in (N)
26.1.2 preceding, then find the band into which the computed mileage (N)
falls and apply the rate for that band. When the calculation results (N)
in a fraction of a mile, always round up to the next whole mile (N)
before determining the mileage band and applying the rate for that (N)
band. (N)

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26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd) (N)

(F) Rate Regulations (Cont'd) (N)

(2) Minimum Monthly Charges (N)

Upon completion of the conversion period, the customer is subject to
minimum monthly charges equal to: (N)

- (a) the total charge associated with the ninety percent (90%) commitment
level or the actual count of equivalent DSIs, whichever is the
greater. Minimum monthly charges will never be based on less than
336 equivalent DSIs; and (N)

- (b) four STS-3s of ICAN NAP entrance ring capacity. (N)

When these minimum requirements are not met, the customer is subject
to a charge equal to the minimum monthly charge. When calculating the
minimum monthly charge for transport services, the DSI Transport
Channel rate for the 0 to 5 mile band applies to the number of
transport services which are short of the commitment. (N)

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ACCESS SERVICE

26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(F) Rate Regulations (Cont'd)

(3) Termination Liability

ICAN is subject to termination liability charges if the entire service is cancelled or individual services are disconnected during the commitment period as follows.

During the conversion period, termination liability applies as follows:

- If all ICAN services are terminated prior to the customer satisfying the minimum service commitment (i.e., 336 equivalent DS1s or the 90% commitment level, whichever is greater), the termination charge is one hundred percent (100%) of the monthly rate for the minimum requirement of four STS-3s at the NAP entrance ring for each month and fraction thereof remaining in the conversion period; plus a charge of twenty-five percent (25%) of the monthly rate for the minimum service commitment (entrance ring and transport channels) for month nineteen (19) through the remainder of the 5 year service period. The monthly charge for the shortfall in transport channels will be assessed at the DS1 Transport Channel rate for the 0 to 5 mile rate band.
- If all ICAN services are terminated and the minimum service commitments have been met, the termination liability is one hundred percent (100%) of the monthly recurring charges for all of the transport channels and in-service STS-3 capacity on the entrance ring as of the cancellation date for the balance of the first eighteen (18) months plus twenty-five percent (25%) of the monthly charges for the remainder of the five year commitment period.
- If individual ICAN NAP entrance ring STS-3s or ICAN transport channels are disconnected during the conversion period, no termination liability is assessed.

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26. NYNEX Enterprise SONET Access Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.3 IntelliLight Customer Assurance Network (ICAN) (Cont'd)

(F) Rate Regulations (Cont'd)

(3) Termination Liability (Cont'd)

After conversion, but prior to expiration of the commitment period,
termination liability applies as follows:

- If the entire ICAN service is cancelled, the liability charge is
twenty-five percent (25%) of the monthly rate for the minimum
service commitments (i.e., four STS-3s of NAP entrance ring capacity
and the greater of either 336 equivalent DS1s or the 90% commitment
level count for DS1s and DS3s; and for each transport channel
category of OC-3 or OC-3c) for each month and fraction thereof
remaining in the commitment period.

- If individual ICAN NAP entrance ring STS-3s and ICAN transport
channels are disconnected after the conversion period but prior to
expiration of the commitment period, no termination liability
charges apply. The minimum monthly charge may apply.

The customer may reduce the 90% commitment count by paying termination
liability on the amount of circuits by which it reduces the commitment
count. However the commitment level can never be reduced below 336
equivalent DS1s. Termination liability is described above.

Termination liability will be forgiven and the 90% commitment level
will be reduced without penalty if the customer's reduction is due to
the loss of a Federal Government contract (e.g., FTS 2001).

(G) Initial Ordering Period

In the event that within sixty (60) days of the installation of the
first end to end ICAN order service does not meet transmission
performance, protection switching and performance monitoring criteria
delineated in the Technical Reference for SONET networks, as set forth
in 26.1.2(B) preceding, either (i) the customer may cancel its request
for ICAN without termination liability; or (ii) the Telephone Company
will inform the customer that its request for ICAN service can not be
satisfied, in which case no termination liability would apply.

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ACCESS SERVICE

27. NYNEX Enterprise ATM Cell Relay Service (N)27.1 General (N)

NYNEX Enterprise Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) (N)
provides high speed transport of fast packet, ATM cell traffic between (N)
customer designated premises. ATM CRS consists of User Network Interfaces (N)
(UNIs) which provide dedicated transport between each customer designated (N)
premises and a Telephone Company ATM CRS device located in a Telephone Company (N)
wire center which has been designated as an ATM CRS Hub. Each UNI is provided (N)
with a network address which allows for creation of a logical channel. By (N)
associating the network addresses of two different logical channels, a (N)
software defined path is created between the customer designated premises (N)
involved. At the option of the customer, additional logical channels may be (N)
established on the same UNI. (N)

UNIs and logical channels are further described in 27.2 following. (N)

The customer must provide the necessary premises equipment or ATM device (N)
capable of interfacing with the Telephone Company's ATM device in the ATM CRS (N)
Hub. The customer provided equipment or ATM device must conform to the (N)
technical specifications set forth in 27.3 following. (N)

ATM CRS is supported by the Telephone Company's Single Point of Contact (SPOC) (N)
center which provides continuous support for ATM CRS twenty-four hours per (N)
day, seven days per week (24x7) with the ability to manage all of the (N)
customer's ATM CRS services as a single network. The SPOC performs (N)
maintenance, trouble resolution and network management functions on a 24x7 (N)
basis. Service order processing and network installation functions are (N)
performed during normal business hours only. (N)

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ACCESS SERVICE

27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (N)27.2.1 User Network Interfaces (UNIs) (N)

A UNI provides dedicated transport between a customer designated premises and an ATM CRS Hub. When a customer designated premises is part of a NYNEX Enterprise SONET Private Network Service (NESPNS) as set forth in Section 26. preceding, a DS1 or DS3 UNI may be provided as an extension from a NESPNS CO Node (Add/drop multiplexer located in a Telephone Company wire center) for connection to an ATM CRS Hub located in the same wire center as the NESPNS CO Node. NESPNS Extensions are as set forth in Section 26.1.1(B)(6) preceding. (N)

UNIs are provided at data rates of 1.544 Mbps (DS1), 44.736 Mbps (DS3) or 155.52 Mbps (OC-3c). OC-3c is provided as a concatenated signal in STS-3c signal format. The actual throughput into ATM CRS is less than the line rate for the UNI provided. The customer must specify a channel interface code for termination of the UNI at its customer designated premises. Channel interface codes for the DS1, DS3 and OC-3c UNIs are specified in 27.4 following. (N)

The rates and charges for a UNI are differentiated by the capacity of the UNI (e.g. DS3), the location where the UNI originates (i.e., customer designate premises or NESPNS CO Node) and, when applicable, the airline mileage (expressed as a mileage band) associated with extending the UNI to the wire center designated as the ATM CRS Hub. (N)

Locations (wire centers) that provide ATM Cell Relay Service have been designated as ATM CRS Hubs. When ordering, the customer will specify the desired ATM CRS Hub selected from the NATIONAL EXCHANGE CARRIER ASSOCIATION INC. TARIFF F.C.C. NO. 4. (N) (x)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.1 User Network Interfaces (UNIs) (Cont'd) (N)

UNIs are shown in Section 31.27 in terms of mileage bands. There are two (N)
rates that apply per band, i.e., a fixed rate per band and a rate per (N)
mile. The mileage used to determine the mileage band is calculated on (N)
the airline distance between the locations involved. Specifically, (N)
mileage is calculated on the airline distance between the serving wire (N)
center associated with a customer designated premises and the ATM CRS Hub (N)
using the same method specified in Section 7.4.6 preceding for Special (N)
Access Services. When the UNI originates at a NESPNS CO Node, mileage (N)
bands are not applicable since these UNIs may only connect to an ATM CRS (N)
Hub located in the same wire center as the NESPNS CO Node. The serving (N)
wire center associated with a customer designated premises is the wire (N)
center from which the customer designated premises would normally obtain (N)
dial tone. (N)

To determine the rate to be billed for the UNI, first find the type of (N)
UNI selected as specified in Section 31.27 following and, if applicable, (N)
apply the rates for the mileage band determined in the calculation above. (N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (N)

ATM logical channels, which are available with all types of User Network Interfaces, allow for creation of permanent virtual connections (PVCs) between customer defined locations. PVCs are virtual paths over which ATM cells are carried by ATM CRS. Each ATM cell carries a unique tag which identifies that ATM cell as belonging to a particular PVC. A PVC is a logical channel connecting two or more customer designated premises with virtual connections through a Telephone Company provided ATM device(s). The PVCs may be provided on a point-to point or point-to-multipoint basis. When a PVC is provided as a point-to point virtual connection, transmission is bi-directional allowing for ATM cells to be transmitted or received over the same PVC. For point-to-multipoint virtual connections, transmission is provided as transmit only.

The monthly rate that applies for a logical channel is based on the effective bandwidth and class of service of the logical channel as set forth in (C) following and applies as a rate per 64 kilobits (when the effective bandwidth is equal to, or less than 1,536 kilobits) or a rate per megabit (when the effective bandwidth is greater than 1,536 kilobits (1.536 Mbps)).

Nonrecurring charges do not apply when ATM logical channels are ordered in conjunction with the initial installation of the associated UNI. A nonrecurring charge does apply, as set forth in Section 31.27.3 following, on a per request per UNI basis, when ATM logical channels are added subsequent to the initial installation of the associated UNI.

Logical channels may be provided as either ATM Virtual Channel Connections or ATM Virtual Path Connections. Both types of connections are described following.

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)
- 27.2 Service Components (Cont'd) (N)
- 27.2.2 Logical Channels (Cont'd) (N)
- (A) ATM Virtual Channel Connections (N)
- An ATM virtual channel is a single logical connection between ATM (N)
devices located at customer designated premises. The customer must (N)
define a Virtual Path Identifier and a Virtual Channel Identifier which (N)
is acceptable to the Telephone Company. Each ATM virtual channel is (N)
assigned a unique bandwidth and class of service based on customer (N)
specified parameters. The customer must specify the effective bandwidth (N)
required and a class of service for each ATM virtual channel. The (N)
effective bandwidth specified by the customer is based on the (N)
sustainable cell rate (SCR) and/or the peak cell rate (PCR) as (N)
determined by the class of service for the logical channel. The sum of (N)
the effective bandwidth of the logical channel(s) may exceed the actual (N)
bit rate of the associated UNI (a condition known as oversubscription). (N)
The rates for ATM virtual channel connections are set forth in Section (N)
31.27.3 following. The classes of service which are available with ATM (N)
virtual channel connections include Constant Bit Rate, Variable Bit Rate (N)
Standard (Standard VBR) and Variable Bit Rate Priority (Priority VBR) as (N)
described in (C) following. (N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)
- 27.2 Service Components (Cont'd) (N)
- 27.2.2 Logical Channels (Cont'd) (N)
- (B) ATM Virtual Path Connections (N)
- An ATM virtual path is a collection of ATM virtual channels which are (N)
routed together through ATM CRS as a single unit. The customer must (N)
define a Virtual Path Identifier which is acceptable to the Telephone (N)
Company for the ATM Virtual Path Connection. The customer must supply (N)
the Virtual Channel Indicator on the ATM virtual channels under their (N)
control. ATM virtual path connections are typically used to connect (N)
customer locations with greater bandwidth requirements. The Telephone (N)
Company will establish a logical connection (i.e., virtual path) between (N)
customer defined locations. Creation and administration of the ATM (N)
virtual channels within the ATM virtual path are the responsibility of (N)
the customer. However, the class of service assigned to the virtual (N)
channels within the virtual path must be compatible with the class of (N)
service for the virtual path. (N)
- ATM virtual path connections are provided with either a constant bit (N)
rate (CBR) class of service, variable bit rate (Standard VBR) or (N)
variable bit rate - priority (Priority VBR) class of service. The (N)
customer must specify the effective bandwidth required and a class of (N)
service for each ATM Virtual Path. The effective bandwidth specified by (N)
the customer is based on the sustainable cell rate (SCR) and/or peak (N)
cell rate (PCR) as determined by the class of service for the logical (N)
channel. The sum of the effective bandwidth for the logical channel(s) (N)
may exceed the actual bit rate of the associated UNI (a condition known (N)
as oversubscription). Each class of service and the effective (N)
bandwidth for each class of service are described in (C) following. (N)
- (C) Classes of Service for ATM Logical Channels (N)
- (1) Constant Bit Rate (CBR or Class A) (N)
- The constant bit rate class of service provides for a steady flow of (N)
delay sensitive, user information such as video or voice. The (N)
effective bandwidth for a logical channel with the CBR class of (N)
service is equal to the peak cell rate (PCR) for the logical channel. (N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)

27.2 Service Components (Cont'd) (N)

27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (N)

The variable bit rate class of service provides for a bursty, not (N)
steady, flow of data with varying bandwidth requirements (e.g., Local (N)
Area Network traffic). The effective bandwidth for a logical channel (N)
with the Standard VBR class of service is determined as follows. When (N)
the sustainable cell rate (SCR) is 1,536 kbps or less, the effective (N)
bandwidth for the logical channel is equal to the SCR expressed as an (N)
increment of 64 kbps as shown in the following table. When the SCR is (N)
greater than 1,536 kbps (1.536 Mbps), the effective bandwidth is (N)
determined by applying the sustainable cell rate (SCR) and the peak (N)
cell rate (PCR) provided by the customer to the effective bandwidth (N)
table specified for SCR values over 1,536 kbps. When applying the SCR (N)
to the table, always round up to the next highest 64 kbps or Mbps, as (N)
applicable, if the actual SCR value is not listed in the table. (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR up to 1,536 kbps) (N)

PCR (In kbps)	Up to 1,536									(N)
SCR										(N)
64 kbps	1									(N)
128 kbps	2									(N)
192 kbps	3									(N)
256 kbps	4									(N)
320 kbps	5									(N)
384 kbps	6									(N)
448 kbps	7									(N)
512 kbps	8									(N)
576 kbps	9									(N)
640 kbps	10									(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR up to 1,536 kbps) (Cont'd) (N)

PCR (In kbps)	Up to 1,536									(N)
										(N)

SCR										(N)
704 kbps	11									(N)
768 kbps	12									(N)
832 kbps	13									(N)
896 kbps	14									(N)
960 kbps	15									(N)
1,024 kbps	16									(N)
1,088 kbps	17									(N)
1,152 kbps	18									(N)
1,216 kbps	19									(N)
1,280 kbps	20									(N)
1,344 kbps	21									(N)
1,408 kbps	22									(N)
1,472 kbps	23									(N)
1,535 kbps	24									(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
2 Mbps	3	5	6	8	10	10	19	23	27	(N)
3 Mbps	4	5	7	10	12	13	21	25	31	(N)
4 Mbps	5	6	8	11	13	14	23	27	33	(N)
5 Mbps	5	7	9	12	14	15	25	29	35	(N)
6 Mbps	6	7	9	12	15	16	26	30	37	(N)
7 Mbps	---	8	10	13	15	17	27	32	39	(N)
8 Mbps	---	9	11	14	16	18	28	33	40	(N)
9 Mbps	---	9	11	15	17	18	30	34	41	(N)
10 Mbps	---	10	12	15	18	19	31	35	43	(N)
11 Mbps	---	12	12	16	18	20	32	37	44	(N)
12 Mbps	---	12	13	17	19	21	33	38	45	(N)
13 Mbps	---	---	14	17	20	21	33	39	46	(N)
14 Mbps	---	---	15	18	20	22	34	39	48	(N)
15 Mbps	---	---	16	18	21	23	35	41	49	(N)
16 Mbps	---	---	17	19	22	23	36	42	50	(N)
17 Mbps	---	---	17	20	22	24	37	42	51	(N)
18 Mbps	---	---	18	20	23	25	38	43	52	(N)
19 Mbps	---	---	---	21	23	25	38	44	53	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
20 Mbps	---	---	---	22	24	26	39	45	54	(N)
21 Mbps	---	---	---	23	24	27	40	46	55	(N)
22 Mbps	---	---	---	23	25	27	41	47	56	(N)
23 Mbps	---	---	---	24	26	28	41	47	56	(N)
24 Mbps	---	---	---	25	26	29	42	48	57	(N)
25 Mbps	---	---	---	25	27	29	43	49	58	(N)
26 Mbps	---	---	---	---	27	30	44	50	59	(N)
27 Mbps	---	---	---	---	28	31	44	50	60	(N)
28 Mbps	---	---	---	---	29	31	45	51	61	(N)
29 Mbps	---	---	---	---	29	32	46	52	61	(N)
30 Mbps	---	---	---	---	30	33	46	53	62	(N)
31 Mbps	---	---	---	---	31	33	47	53	63	(N)
32 Mbps	---	---	---	---	33	33	47	53	63	(N)
33 Mbps	---	---	---	---	34	34	48	54	64	(N)
34 Mbps	---	---	---	---	35	35	48	55	64	(N)
35 Mbps	---	---	---	---	36	36	49	55	65	(N)
36 Mbps	---	---	---	---	36	37	50	56	66	(N)
37 Mbps	---	---	---	---	37	37	50	57	67	(N)
38 Mbps	---	---	---	---	38	38	51	57	67	(N)
39 Mbps	---	---	---	---	39	39	51	58	67	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
40 Mbps	---	---	---	---	---	40	52	59	68	(N)
41 Mbps	---	---	---	---	---	41	53	59	69	(N)
42 Mbps	---	---	---	---	---	42	53	60	70	(N)
43 Mbps	---	---	---	---	---	43	54	61	71	(N)
44 Mbps	---	---	---	---	---	44	55	61	72	(N)
45 Mbps	---	---	---	---	---	---	55	62	72	(N)
46 Mbps	---	---	---	---	---	---	56	63	73	(N)
47 Mbps	---	---	---	---	---	---	57	63	74	(N)
48 Mbps	---	---	---	---	---	---	57	64	74	(N)
49 Mbps	---	---	---	---	---	---	58	65	75	(N)
50 Mbps	---	---	---	---	---	---	59	65	76	(N)
51 Mbps	---	---	---	---	---	---	59	66	76	(N)
52 Mbps	---	---	---	---	---	---	60	67	77	(N)
53 Mbps	---	---	---	---	---	---	60	67	78	(N)
54 Mbps	---	---	---	---	---	---	61	68	78	(N)
55 Mbps	---	---	---	---	---	---	62	68	79	(N)
56 Mbps	---	---	---	---	---	---	62	69	79	(N)
57 Mbps	---	---	---	---	---	---	63	70	80	(N)
58 Mbps	---	---	---	---	---	---	64	70	81	(N)
59 Mbps	---	---	---	---	---	---	65	71	81	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
60 Mbps	---	---	---	---	---	---	65	72	82	(N)
61 Mbps	---	---	---	---	---	---	66	72	83	(N)
62 Mbps	---	---	---	---	---	---	67	73	84	(N)
63 Mbps	---	---	---	---	---	---	67	73	84	(N)
64 Mbps	---	---	---	---	---	---	67	74	84	(N)
65 Mbps	---	---	---	---	---	---	68	74	85	(N)
66 Mbps	---	---	---	---	---	---	69	75	86	(N)
67 Mbps	---	---	---	---	---	---	70	76	86	(N)
68 Mbps	---	---	---	---	---	---	70	76	87	(N)
69 Mbps	---	---	---	---	---	---	71	77	87	(N)
70 Mbps	---	---	---	---	---	---	72	78	88	(N)
71 Mbps	---	---	---	---	---	---	73	78	89	(N)
72 Mbps	---	---	---	---	---	---	73	79	89	(N)
73 Mbps	---	---	---	---	---	---	74	80	90	(N)
74 Mbps	---	---	---	---	---	---	75	80	91	(N)
75 Mbps	---	---	---	---	---	---	76	81	91	(N)
76 Mbps	---	---	---	---	---	---	77	82	92	(N)
77 Mbps	---	---	---	---	---	---	78	82	93	(N)
78 Mbps	---	---	---	---	---	---	79	83	93	(N)
79 Mbps	---	---	---	---	---	---	80	84	94	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
80 Mbps	---	---	---	---	---	---	81	85	94	(N)
81 Mbps	---	---	---	---	---	---	81	85	94	(N)
82 Mbps	---	---	---	---	---	---	82	86	96	(N)
83 Mbps	---	---	---	---	---	---	83	87	96	(N)
84 Mbps	---	---	---	---	---	---	84	88	97	(N)
85 Mbps	---	---	---	---	---	---	85	88	98	(N)
86 Mbps	---	---	---	---	---	---	---	89	98	(N)
87 Mbps	---	---	---	---	---	---	---	90	99	(N)
88 Mbps	---	---	---	---	---	---	---	91	100	(N)
89 Mbps	---	---	---	---	---	---	---	91	100	(N)
90 Mbps	---	---	---	---	---	---	---	92	101	(N)
91 Mbps	---	---	---	---	---	---	---	93	102	(N)
92 Mbps	---	---	---	---	---	---	---	94	102	(N)
93 Mbps	---	---	---	---	---	---	---	95	103	(N)
94 Mbps	---	---	---	---	---	---	---	96	104	(N)
95 Mbps	---	---	---	---	---	---	---	96	104	(N)
96 Mbps	---	---	---	---	---	---	---	97	105	(N)
97 Mbps	---	---	---	---	---	---	---	97	105	(N)
98 Mbps	---	---	---	---	---	---	---	98	106	(N)
99 Mbps	---	---	---	---	---	---	---	99	107	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
100 Mbps	---	---	---	---	---	---	---	100	107	(N)
101 Mbps	---	---	---	---	---	---	---	101	108	(N)
102 Mbps	---	---	---	---	---	---	---	102	109	(N)
103 Mbps	---	---	---	---	---	---	---	103	109	(N)
104 Mbps	---	---	---	---	---	---	---	104	110	(N)
105 Mbps	---	---	---	---	---	---	---	105	111	(N)
106 Mbps	---	---	---	---	---	---	---	106	111	(N)
107 Mbps	---	---	---	---	---	---	---	107	112	(N)
108 Mbps	---	---	---	---	---	---	---	108	113	(N)
109 Mbps	---	---	---	---	---	---	---	109	114	(N)
110 Mbps	---	---	---	---	---	---	---	110	114	(N)
111 Mbps	---	---	---	---	---	---	---	---	115	(N)
112 Mbps	---	---	---	---	---	---	---	---	116	(N)
113 Mbps	---	---	---	---	---	---	---	---	117	(N)
114 Mbps	---	---	---	---	---	---	---	---	118	(N)
115 Mbps	---	---	---	---	---	---	---	---	118	(N)
116 Mbps	---	---	---	---	---	---	---	---	119	(N)
117 Mbps	---	---	---	---	---	---	---	---	120	(N)
118 Mbps	---	---	---	---	---	---	---	---	121	(N)
119 Mbps	---	---	---	---	---	---	---	---	122	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
120 Mbps	---	---	---	---	---	---	---	---	122	(N)
121 Mbps	---	---	---	---	---	---	---	---	123	(N)
122 Mbps	---	---	---	---	---	---	---	---	124	(N)
123 Mbps	---	---	---	---	---	---	---	---	125	(N)
124 Mbps	---	---	---	---	---	---	---	---	126	(N)
125 Mbps	---	---	---	---	---	---	---	---	127	(N)
126 Mbps	---	---	---	---	---	---	---	---	127	(N)
127 Mbps	---	---	---	---	---	---	---	---	128	(N)
128 Mbps	---	---	---	---	---	---	---	---	128	(N)
129 Mbps	---	---	---	---	---	---	---	---	129	(N)
130 Mbps	---	---	---	---	---	---	---	---	130	(N)
131 Mbps	---	---	---	---	---	---	---	---	131	(N)
132 Mbps	---	---	---	---	---	---	---	---	132	(N)
133 Mbps	---	---	---	---	---	---	---	---	133	(N)
134 Mbps	---	---	---	---	---	---	---	---	134	(N)
135 Mbps	---	---	---	---	---	---	---	---	135	(N)
136 Mbps	---	---	---	---	---	---	---	---	136	(N)
137 Mbps	---	---	---	---	---	---	---	---	137	(N)
138 Mbps	---	---	---	---	---	---	---	---	138	(N)
139 Mbps	---	---	---	---	---	---	---	---	139	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(2) Variable Bit Rate (Standard VBR) (Cont'd) (N)

VBR-STANDARD EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
140 Mbps	---	---	---	---	---	---	---	---	141	(N)
141 Mbps	---	---	---	---	---	---	---	---	142	(N)
142 Mbps	---	---	---	---	---	---	---	---	143	(N)
143 Mbps	---	---	---	---	---	---	---	---	144	(N)
144 Mbps	---	---	---	---	---	---	---	---	145	(N)
145 Mbps	---	---	---	---	---	---	---	---	146	(N)
146 Mbps	---	---	---	---	---	---	---	---	147	(N)
147 Mbps	---	---	---	---	---	---	---	---	148	(N)
148 Mbps	---	---	---	---	---	---	---	---	149	(N)
149 Mbps	---	---	---	---	---	---	---	---	149	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (N)

The variable bit rate - priority class of service provides for bursty data traffic with varying bandwidth requirements (e.g., applications which have time sensitive delivery requirements such as video or voice). The effective bandwidth for a logical channel with the Priority VBR class of service is determined as follows. When the sustainable cell rate (SCR) is 1,536 kbps or less, the effective bandwidth for the logical channel is equal to the SCR expressed as an increment of 64 kbps as shown in the following table. When the SCR is greater than 1,536 kbps (1.536 Mbps), the effective bandwidth is determined by applying the sustainable cell rate (SCR) and the peak cell rate (PCR) provided by the customer to the effective bandwidth table specified for SCR values over 1,536 kbps. When applying the SCR to the table, always round up to the next highest 64 kbps or Mbps, as applicable, if the actual SCR value is not listed in the table.

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR up to 1,536 kbps) (N)

PCR (In kbps)	Up to 1,536									(N)
										(N)
SCR										(N)
64 kbps	1									(N)
128 kbps	2									(N)
192 kbps	3									(N)
256 kbps	4									(N)
320 kbps	5									(N)
384 kbps	6									(N)
448 kbps	7									(N)
512 kbps	8									(N)
576 kbps	9									(N)
640 kbps	10									(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR up to 1,536 kbps) (Cont'd) (N)

PCR (In kbps)	Up to 1,536									(N)
										(N)

SCR										(N)
704 kbps	11									(N)
768 kbps	12									(N)
832 kbps	13									(N)
896 kbps	14									(N)
960 kbps	15									(N)
1,024 kbps	16									(N)
1,088 kbps	17									(N)
1,152 kbps	18									(N)
1,216 kbps	19									(N)
1,280 kbps	20									(N)
1,344 kbps	21									(N)
1,408 kbps	22									(N)
1,472 kbps	23									(N)
1,535 kbps	24									(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
2 Mbps	5	8	13	22	29	32	55	58	70	(N)
3 Mbps	5	8	13	22	29	32	55	58	71	(N)
4 Mbps	6	9	13	22	30	33	56	59	71	(N)
5 Mbps	6	9	14	22	30	33	56	59	72	(N)
6 Mbps	6	9	14	22	30	33	56	60	72	(N)
7 Mbps	---	9	14	22	31	33	57	60	73	(N)
8 Mbps	---	10	14	23	31	34	57	61	73	(N)
9 Mbps	---	10	15	23	31	34	57	61	74	(N)
10 Mbps	---	10	15	23	31	34	58	62	74	(N)
11 Mbps	---	11	15	23	32	35	58	62	75	(N)
12 Mbps	---	12	15	23	32	35	58	63	75	(N)
13 Mbps	---	---	15	24	32	35	59	63	76	(N)
14 Mbps	---	---	16	24	33	35	59	63	76	(N)
15 Mbps	---	---	16	24	33	36	59	64	77	(N)
16 Mbps	---	---	16	24	33	36	60	64	77	(N)
17 Mbps	---	---	17	24	34	36	60	65	78	(N)
18 Mbps	---	---	18	24	34	36	60	65	78	(N)
19 Mbps	---	---	---	24	34	37	61	66	79	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
20 Mbps	---	---	---	25	34	37	61	66	79	(N)
21 Mbps	---	---	---	25	35	37	61	67	80	(N)
22 Mbps	---	---	---	25	35	38	62	67	80	(N)
23 Mbps	---	---	---	25	35	38	62	68	81	(N)
24 Mbps	---	---	---	25	36	38	63	68	81	(N)
25 Mbps	---	---	---	25	36	38	63	69	82	(N)
26 Mbps	---	---	---	---	36	39	63	69	82	(N)
27 Mbps	---	---	---	---	37	39	64	69	83	(N)
28 Mbps	---	---	---	---	37	39	64	70	83	(N)
29 Mbps	---	---	---	---	37	40	64	70	84	(N)
30 Mbps	---	---	---	---	37	40	65	71	84	(N)
31 Mbps	---	---	---	---	38	40	65	71	85	(N)
32 Mbps	---	---	---	---	38	40	65	71	85	(N)
33 Mbps	---	---	---	---	38	41	65	72	85	(N)
34 Mbps	---	---	---	---	39	41	66	72	86	(N)
35 Mbps	---	---	---	---	39	41	66	73	86	(N)
36 Mbps	---	---	---	---	39	42	66	73	87	(N)
37 Mbps	---	---	---	---	39	42	67	74	87	(N)
38 Mbps	---	---	---	---	40	42	67	74	88	(N)
39 Mbps	---	---	---	---	40	42	67	74	88	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
40 Mbps	---	---	---	---	40	43	68	75	89	(N)
41 Mbps	---	---	---	---	---	43	68	75	89	(N)
42 Mbps	---	---	---	---	---	43	68	76	90	(N)
43 Mbps	---	---	---	---	---	43	69	76	90	(N)
44 Mbps	---	---	---	---	---	44	69	77	91	(N)
45 Mbps	---	---	---	---	---	---	69	77	91	(N)
46 Mbps	---	---	---	---	---	---	70	78	92	(N)
47 Mbps	---	---	---	---	---	---	70	78	92	(N)
48 Mbps	---	---	---	---	---	---	70	79	93	(N)
49 Mbps	---	---	---	---	---	---	71	79	93	(N)
50 Mbps	---	---	---	---	---	---	71	79	94	(N)
51 Mbps	---	---	---	---	---	---	71	80	94	(N)
52 Mbps	---	---	---	---	---	---	72	80	95	(N)
53 Mbps	---	---	---	---	---	---	72	81	95	(N)
54 Mbps	---	---	---	---	---	---	72	81	96	(N)
55 Mbps	---	---	---	---	---	---	73	82	96	(N)
56 Mbps	---	---	---	---	---	---	73	82	97	(N)
57 Mbps	---	---	---	---	---	---	73	83	97	(N)
58 Mbps	---	---	---	---	---	---	74	83	98	(N)
59 Mbps	---	---	---	---	---	---	74	84	98	(N)

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(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
60 Mbps	---	---	---	---	---	---	74	84	99	(N)
61 Mbps	---	---	---	---	---	---	75	85	99	(N)
62 Mbps	---	---	---	---	---	---	75	85	100	(N)
63 Mbps	---	---	---	---	---	---	75	85	100	(N)
64 Mbps	---	---	---	---	---	---	76	85	100	(N)
65 Mbps	---	---	---	---	---	---	76	86	101	(N)
66 Mbps	---	---	---	---	---	---	76	86	101	(N)
67 Mbps	---	---	---	---	---	---	77	87	102	(N)
68 Mbps	---	---	---	---	---	---	77	87	102	(N)
69 Mbps	---	---	---	---	---	---	77	88	103	(N)
70 Mbps	---	---	---	---	---	---	78	88	103	(N)
71 Mbps	---	---	---	---	---	---	78	89	104	(N)
72 Mbps	---	---	---	---	---	---	78	89	104	(N)
73 Mbps	---	---	---	---	---	---	79	90	105	(N)
74 Mbps	---	---	---	---	---	---	79	90	105	(N)
75 Mbps	---	---	---	---	---	---	79	90	106	(N)
76 Mbps	---	---	---	---	---	---	80	91	106	(N)
77 Mbps	---	---	---	---	---	---	80	91	107	(N)
78 Mbps	---	---	---	---	---	---	80	92	107	(N)
79 Mbps	---	---	---	---	---	---	80	92	108	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
80 Mbps	---	---	---	---	---	---	80	93	108	(N)
81 Mbps	---	---	---	---	---	---	81	93	109	(N)
82 Mbps	---	---	---	---	---	---	82	94	109	(N)
83 Mbps	---	---	---	---	---	---	83	94	110	(N)
84 Mbps	---	---	---	---	---	---	85	95	110	(N)
85 Mbps	---	---	---	---	---	---	85	95	111	(N)
86 Mbps	---	---	---	---	---	---	---	95	111	(N)
87 Mbps	---	---	---	---	---	---	---	96	112	(N)
88 Mbps	---	---	---	---	---	---	---	96	113	(N)
89 Mbps	---	---	---	---	---	---	---	97	113	(N)
90 Mbps	---	---	---	---	---	---	---	97	114	(N)
91 Mbps	---	---	---	---	---	---	---	98	114	(N)
92 Mbps	---	---	---	---	---	---	---	98	115	(N)
93 Mbps	---	---	---	---	---	---	---	99	115	(N)
94 Mbps	---	---	---	---	---	---	---	99	116	(N)
95 Mbps	---	---	---	---	---	---	---	99	116	(N)
96 Mbps	---	---	---	---	---	---	---	100	116	(N)
97 Mbps	---	---	---	---	---	---	---	100	117	(N)
98 Mbps	---	---	---	---	---	---	---	101	117	(N)
99 Mbps	---	---	---	---	---	---	---	101	118	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
100 Mbps	---	---	---	---	---	---	---	101	118	(N)
101 Mbps	---	---	---	---	---	---	---	102	119	(N)
102 Mbps	---	---	---	---	---	---	---	102	119	(N)
103 Mbps	---	---	---	---	---	---	---	104	120	(N)
104 Mbps	---	---	---	---	---	---	---	105	120	(N)
105 Mbps	---	---	---	---	---	---	---	106	121	(N)
106 Mbps	---	---	---	---	---	---	---	107	121	(N)
107 Mbps	---	---	---	---	---	---	---	108	122	(N)
108 Mbps	---	---	---	---	---	---	---	109	122	(N)
109 Mbps	---	---	---	---	---	---	---	110	123	(N)
110 Mbps	---	---	---	---	---	---	---	110	123	(N)
111 Mbps	---	---	---	---	---	---	---	---	124	(N)
112 Mbps	---	---	---	---	---	---	---	---	124	(N)
113 Mbps	---	---	---	---	---	---	---	---	125	(N)
114 Mbps	---	---	---	---	---	---	---	---	125	(N)
115 Mbps	---	---	---	---	---	---	---	---	126	(N)
116 Mbps	---	---	---	---	---	---	---	---	126	(N)
117 Mbps	---	---	---	---	---	---	---	---	127	(N)
118 Mbps	---	---	---	---	---	---	---	---	127	(N)
119 Mbps	---	---	---	---	---	---	---	---	128	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
120 Mbps	---	---	---	---	---	---	---	---	128	(N)
121 Mbps	---	---	---	---	---	---	---	---	129	(N)
122 Mbps	---	---	---	---	---	---	---	---	129	(N)
123 Mbps	---	---	---	---	---	---	---	---	130	(N)
124 Mbps	---	---	---	---	---	---	---	---	130	(N)
125 Mbps	---	---	---	---	---	---	---	---	131	(N)
126 Mbps	---	---	---	---	---	---	---	---	131	(N)
127 Mbps	---	---	---	---	---	---	---	---	131	(N)
128 Mbps	---	---	---	---	---	---	---	---	132	(N)
129 Mbps	---	---	---	---	---	---	---	---	132	(N)
130 Mbps	---	---	---	---	---	---	---	---	133	(N)
131 Mbps	---	---	---	---	---	---	---	---	133	(N)
132 Mbps	---	---	---	---	---	---	---	---	134	(N)
133 Mbps	---	---	---	---	---	---	---	---	134	(N)
134 Mbps	---	---	---	---	---	---	---	---	135	(N)
135 Mbps	---	---	---	---	---	---	---	---	135	(N)
136 Mbps	---	---	---	---	---	---	---	---	136	(N)
137 Mbps	---	---	---	---	---	---	---	---	137	(N)
138 Mbps	---	---	---	---	---	---	---	---	139	(N)
139 Mbps	---	---	---	---	---	---	---	---	140	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)27.2 Service Components (Cont'd) (N)27.2.2 Logical Channels (Cont'd) (N)

(C) Classes of Service for ATM Logical Channels (Cont'd) (N)

(3) Variable Bit Rate - Priority (Priority VBR) (Cont'd) (N)

VBR-PRIORITY EFFECTIVE BANDWIDTH TABLE (SCR over 1,536 kbps) (Cont'd) (N)

PCR (in Mbps)	6	12	18	25	40	44	85	110	149	(N)
---------------	---	----	----	----	----	----	----	-----	-----	-----

SCR										(N)
140 Mbps	---	---	---	---	---	---	---	---	141	(N)
141 Mbps	---	---	---	---	---	---	---	---	142	(N)
142 Mbps	---	---	---	---	---	---	---	---	143	(N)
143 Mbps	---	---	---	---	---	---	---	---	144	(N)
144 Mbps	---	---	---	---	---	---	---	---	145	(N)
145 Mbps	---	---	---	---	---	---	---	---	146	(N)
146 Mbps	---	---	---	---	---	---	---	---	147	(N)
147 Mbps	---	---	---	---	---	---	---	---	148	(N)
148 Mbps	---	---	---	---	---	---	---	---	149	(N)
149 Mbps	---	---	---	---	---	---	---	---	149	(N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)
- 27.3 Technical Specifications (N)
- The technical specifications for ATM CRS are delineated in Technical References TR-NWT-001112, ATM User Network Interface Specification Version 3.1, GR-1110-CORE, GR-1248-CORE, and SR-3330. Interface specifications for customer provided ATM compatible premises equipment or devices must also be in accordance with the specifications defined in ATM Forum UNI or 3.1 specifications for Permanent Virtual Circuits. (N) (x)
(N) (x)
(N) (x)
(N) (x)
(N) (x)
- The technical specifications for NYNEX Enterprise SONET Private Network Service are specified in Section 26.1.3 preceding. (N)
(N)
- The technical specifications for DS1 and DS3 signals are delineated in TR-INS-000342. (N) (x)
(N) (x)
- The technical specifications for OC-3c signals are delineated in GR-253-CORE, Issue 1. (N) (x)
(N) (x)
- 27.4 Channel Interfaces (N)
- The following channel interfaces (CIs) are available with NYNEX Enterprise ATM Cell Relay Service: (N)
(N)
- | <u>CI (DS1)</u> | <u>CI (DS3)</u> | <u>CI (OC-3c)</u> | |
|-----------------|-----------------|-------------------|-----|
| 04DS9.1S | 04DS6.44I | 02STF.C | (N) |
| 04DU9.1S | | | (N) |

- (x) Issued under authority of Special Permission No. 97-305 of the Federal Communications Commission.

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)
- 27.5 Rate Regulations (N)
- 27.5.1 Minimum Period (N)
- The minimum period for NYNEX Enterprise ATM Cell Relay Service is one year, except for ATM logical channels which have a minimum period of one month. Minimum period requirements as set forth in Section 5.2.5 preceding apply to the minimum periods for NYNEX Enterprise ATM Cell Relay Service. (N)
- 27.5.2 Service Discount Plans (N)
- Available Service Discount Plans and associated termination liability, when applicable, are set forth in Section 7.4.10 preceding. (N)
- 27.5.3 Moves (N)
- A move involves a change in the physical location of one of the following: (N)
- The Point of Termination at the customer's designated premises (N)
 - The customer's designated premises (N)
- The charges for the move are dependent on whether the move is to a new location within the same building or to a different building. (N)
- (A) Moves Within the Same Building (N)
- When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the applicable UNI nonrecurring charge for the service affected. There will be no change in the minimum period or Service Discount Plan requirements. (N)
- (B) Moves To a Different Building (N)
- Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period and/or Service Discount Plan requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period and/or termination liability charges for the discontinued service except as specified in 7.4.10(C)(5) preceding. (N)

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27. NYNEX Enterprise ATM Cell Relay Service (Cont'd) (N)
- 27.5 Rate Regulations (Cont'd) (N)
- 27.5.4 Special Facilities Routing (N)
- A customer may request that the facilities used to provide ATM CRS be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Enhanced Access Diversity, Alternate Serving Wire Center, Avoidance, Diversity and Cable-Only) are set forth in Section 11. following. (N)
- 27.5.5 Design Layout Reports (N)
- At the request of the customer, the Telephone Company will provide to the customer the make-up of the facilities and services provided under this tariff as ATM CRS to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed. (N)
- 27.5.6 Acceptance Testing (N)
- At no additional charge, the Telephone Company will, at the customer's request, cooperatively test, at the time of installation. Acceptance tests will include tests for the parameters applicable to the service as specified in the order for service. (N)
- 27.5.7 Access Order Provisions (N)
- NYNEX Enterprise ATM Cell Relay Service is ordered under the Access Order provisions set forth in Section 5. preceding. Also included in that section are other charges which may be associated with ordering ATM CRS (e.g., Service Date Change Charges, Cancellation Charges, etc.). (N)
- 27.5.8 Special Access Surcharge (N)
- Surcharges are applicable to ATM CRS UNIs in the same manner as surcharges are applicable to Special Access Services, subject to the regulations set forth in Section 7.4.2 preceding. (N)
- 27.5.9 Availability of Facilities (N)
- NYNEX Enterprise ATM Cell Relay Service is subject to the availability of suitable facilities in accordance with the regulations specified in Section 2.1.4 and Section 5.1.3 preceding. (N)

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ACCESS SERVICE

28. Expanded Interconnection

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

Fiber Optic Expanded Interconnection provide 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.

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 NYNEX 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.

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

(N)
(N)

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.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

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. (M)

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. (T)

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. (T)

Certain regulations on this page formerly appeared on 4th Revised Page 28-1.

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Vice President - Access and Network Interconnection Marketing
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(T)

ACCESS SERVICE

28. Expanded Interconnection28.1 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. 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:

- High Capacity Service
 - 1.544 Mbps
 - 44.736 Mbps (Electrical)
- NYNEX Enterprise DS1 Service
- NYNEX Enterprise DS3 Service

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

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. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

Certain regulations previously found on this page can now be found on 7th Revised Page 28-2.1.

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ACCESS SERVICE

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

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

Certain regulations on this page formerly appeared on 10th Revised Page 28-2.

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ACCESS SERVICE

28. Expanded Interconnection28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

- 28.1.1 Provision of Service - Multiplexing Node (C)
- (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. (T)
- (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. (T)
- (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 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. (T)

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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. (C)
- (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. (T)

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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)

- (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 interconnection is offered via a range of OC3, OC12 and OC48 transmission equipment with electrical connections to DS3 and DS1 services at digital system cross connect (DSX) bays. Appropriate Virtual Office Channel Termination rates and charges set forth in 31.6 and 31.7 following will apply for these connections.

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 or DS3 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.

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.

(C)

(C)

(C)

(C)

(C)

(C)

(C)

(C)

(D)

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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 (T)
- 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: (M)
- (A) The customer may use the multiplexing node solely for the purposes 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. (M)
- (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. (M)

Certain regulations on this page formerly appeared on 3rd Revised Page 28-4.

Regulations previously found on this page can now be found on 4th Revised Page 28-4.2.

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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) 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. (C)

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. (C)

Certain regulations previously found on this page can now be found on Original Page 28-4.2.1.

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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)

The following example describe 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	(C)
\$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 to December 26, 1998	(C)
\$47,686.20 - Standard Space and Facility per office charge (first 100 square feet)	(C)
+ <u>5,144.00</u> - add'l cost (20 sq. ft. X \$257.20) of contiguous space	(C)
53,830.20 - Adjusted Space and Facility per office charge for 120 sq. ft. multiplexing node	(C)

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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)

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

Example 2: Customer requests 25 sq. ft. multiplexing node (M)
 -For applications received prior to December 26, 1998 (C)
 \$51,440.20 - Standard Space and Facility per office charge (first 100 square feet) (M)
 - 19,290.00 - Reduction (75 sq. ft. X \$257.20) (M)
 32,150.20 - Space and Facility per office charge for 25 sq. ft. multiplexing node. (M)
 (When expanded by an additional 25 square feet of contiguous space, the additional cost is 25 sq. ft. X \$257.20). (M)

-For applications received after December 26, 1998 (C)
 \$47,686.20 - Standard Space and Facility per office charge (first 100 square feet) (C)
 - 17,882.25 - Reduction (75 sq. ft. X \$238.43) (C)
 29,803.95 - Adjusted Space and Facility per office charge for 25 sq. ft. multiplexing node (C)

Certain regulations on this page formerly appeared on Original Page 28-4.2.1.

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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)

(T)

(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 the customer's existing multiplexing node; however, the Telephone Company makes no guarantee to that effect.

(M)
(M)
(M)
(M)
(M)
(M)

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.

(M)
(M)
(M)

(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) Cross Connect Charges and OCT Termination Charges as set forth in Section 31. following will apply.

(M)
(M)
(M)
(M)

(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 Cross Connect Charges and OCT Termination Charges as set forth in Section 31. following will apply.

(M)
(M)
(M)
(M)

(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 Cross Connect Charges as set forth in Section 31. following will apply.

(M)
(M)
(M)
(M)
(M)
(M)
(M)

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.

(M)
(M)
(M)
(M)
(M)
(M)
(M)
(M)
(M)

Certain regulations on this page formerly appeared on 3rd Revised Page 28-4.2.

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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 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) 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. (C)

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. (N)

Certain regulations previously found on this page can now be found on Original Page 28-5.1

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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: (T)
(M)
(M)
- Optical Line Terminating Multiplexers (OLTM) (M)
 - Central Office Multiplexers (M)
- 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. (M)
(M)
(M)
(M)
(M)
(C)
(C)
(C)
(C)
(C)

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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)

(T)

- (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 accommodate 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.

- (L) Reserved for future use.

- (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.

(C)

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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)

(T)

- (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 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.

28.1.4 Reservation of Space

(T)

- (A) A customer can request additional space in Telephone Company serving wire centers, access tandems and 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 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) (T)

- (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 (T)

- (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 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. (M)

(C) The Telephone Company will negotiate a schedule with the customer under which 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. (M)

Certain regulations on this page formerly appeared on 4th Revised Page 28-9.

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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 a 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 the 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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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) 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.
- (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.
- (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.
- (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.

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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)

(S) (x)

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

(x) Material scheduled to become effective April 17, 1998 under
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(y) Issued under authority of Special Permission No. 98-78 of the Federal
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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. (M) (S) (x)
- (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. (M) (S) (x)
- (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/card 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. (S) (x)
- (x) Material scheduled to become effective April 17, 1998 under Transmittal No. 494.
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|--|---|
| 28. <u>Expanded Interconnection</u> (Cont'd) | (N) (y) |
| 28.1 <u>Fiber Optic Expanded Interconnection - General</u> (Cont'd) | (N) (y) |
| 28.1.6 <u>Description and Use of Virtual Arrangement</u> (Cont'd) | (N) (y) |
| (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. | (N) (y)
(N) (y)
(N) (y)
(N) (y)
(N) (y) |

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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. (C)
(C)
- (B) Customer equipment and the installation of customer's equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201). (C) (x)
(C) (x)
(C) (x)
- (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 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.
- (E) All customer 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:
 - The fibers must be single mode.
 - The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design.
- (x) Issued under authority of Special Permission No. 98-226 of the Federal Communications Commission to replace, in its entirety, Technical Publication NIP-74160 with IP 72201.

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

(T)

(E) (Cont'd)

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

(x) Issued under authority of Special Permission No. 98-57 of the Federal Communications Commission.

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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 (C) (x) Standards Information Publication (IP-72201), NYNEX Central Office and (C) (x) 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.
- (x) Issued under authority of Special Permission No. 98-226 of the Federal Communications Commission to replace, in its entirety, Technical Publication NIP-74160 with IP 72201.

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28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection – General (Cont'd)28.1.8 Telephone Company Access to Multiplexing Node (T)

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 (T)

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. (C)

28.1.10 Rates and Charges (T)

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.

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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 NYNEX TELEPHONE COMPANIES TARIFF F.C.C. NO. 2.

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 48 Volt battery-backed D.C. power for customer provided equipment subject to the rates and charges specified in Section 31.28 following.

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). (C)
(C)
(C)
(C)
(C)
- (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.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd) (C)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. (T)

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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)

- (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. (C)
(C)
(C)
- (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. (C)
- (H) The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. (C)
- (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 charges 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. (N)
(N)
(N)
(N)

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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 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.

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

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

(C) (Cont'd)

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

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

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

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

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28. Expanded Interconnection (Cont'd)28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)

(C)

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) (C)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. (T)
- (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)

(C)

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. (C)
(C)

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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. (C)

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28. Expanded Interconnection (Cont'd)28.4 Obligations of the Customer - Fiber Optic - Virtual28.4.1 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 collocation 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. (C)
- (a) An application fee, as set forth in Section 31.28 following, applies (C)
in order to process the customer's completed application. This fee (C)
applies per virtual collocation requests, per central office where (C)
the customer requests to establish virtual collocation. The (C)
application fee is differentiated as being associated with the (C)
initial application or an application for an augment. (C)
- An Initial Application Fee is to be submitted by the customer with (C)
their application to establish virtual collocation. This fee (C)
applies for all new virtual collocation arrangements as well as (C)
subsequent equipment additions to an existing arrangement, and (C)
provides for application processing, and for the Telephone (C)
Company's performance of an initial site visit and an engineering (C)
evaluation. (C)
- An Augment Application Fee applies when the customer requests that (C)
the Telephone Company recable existing transmission equipment or (C)
install cabling of partially equipped transmission equipment. The (C)
fee must be submitted along with an augment application. The fee (C)
applies per request, per central office where the customer requests (C)
additional equipment. (C)

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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)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) (C)

(b) (Cont'd) (C)

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

In New York Telephone, all vendor costs associated with virtual (C)
collocation equipment installation will be passed on to the customer (C)
on a dollar-for-dollar basis ("vendor pass through"). In New England (C)
Telephone, rates as set forth in Section 31.28 following will apply (C)
for OC3, OC12 and OC48 installations. An installation fee will be (C)
developed on an individual case basis for customer-specific equipment (C)
which can not be adequately classified as OC3, OC12 or OC48. (C)

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

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

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

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ACCESS SERVICE

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

- (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. (C) (y)
(S) (x)
(S) (x)
(S) (x)
(S) (x)
- (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. (S) (x)
(C) (y)
(S) (x)
(S) (x)
(S) (x)
(S) (x)
- 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. (S) (x)
(S) (x)
(S) (x)
(S) (x)
(S) (x)
(S) (x)

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ACCESS SERVICE

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

- (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. (T)
- (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 -48VDC protected power to the customer's equipment. The DC Power rate as set forth in 31.28 following will apply per amp provided and will be based on manufacturer's specifications as to the required current draw.
- (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.

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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)

- (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. (C)
(C)
(T)
(T)
- (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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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. following:

- High Capacity Service
 - 1.544 Mbps
 - 44.736 Mbps (Electrical)
- NYNEX Enterprise DS1 Service
- NYNEX Enterprise DS3 Service

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

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.

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

Certain regulations previously found on this page can now be found on 4th Revised Page 28-23.1.

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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. (M)

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. (M)

- (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.

Certain regulations on this page formerly appeared on 8th Revised Page 28-23.

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ACCESS SERVICE

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

(T)

28.6.1 Provision of Service (Cont'd)

(T)

(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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(T)

ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd) (T)28.6.1 Provision of Service (Cont'd) (T)

- (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. (T)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd)

(T)

28.6.1 Provision of Service (Cont'd)

(T)

- (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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(T)

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

(T)

28.6.1 Provision of Service (Cont'd)

(T)

- (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 that 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 customers, 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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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

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

Certain regulations previously found on this page can now be found on Original Page 28-27.2.

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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 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	(C)
	\$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	(C)
	\$47,686.20 - Standard Space and Facility per office charge (first 100 square feet)	(C)
+	<u>5,144.00</u> - add'l cost (20 sq. ft. X \$257.20) of contiguous space	(C)
	53,830.20 - Adjusted Space and Facility per office charge for 120 sq. ft. multiplexing node	(C)

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

Example 2: Customer requests 80 sq. ft. multiplexing node (M)

-For applications received prior to December 26, 1998 (C)

\$51,440.20 - Standard Space and Facility per office (M)
charge (first 100 square feet) (M)

- 5,144.00 - Reduction (20 sq. ft. X \$257.20) (M)

46,296.20 - Adjusted Space and Facility per office charge (M)
for 80 sq. ft. multiplexing node (M)

-For applications received after December 26, 1998 (C)

\$47,686.20 - Standard Space and Facility per office (C)
charge (first 100 square feet) (C)

+ 4,768.60 - Reduction (20 sq. ft. X \$238.43) (C)

42,917.60 - Adjusted Space and Facility per office charge (C)
for 80 sq. ft. multiplexing node (C)

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

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

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd) (T)28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd) (T)

(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 Cross Connect Charges and OCT Termination Charges as set forth in Section 31. following will apply.
- (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 Cross Connect Charges as set forth in Section 31. following will apply.

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 needed 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.

(x) Issued under authority of Special Permission No. 98-57 of the Federal Communications Commission.

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ACCESS SERVICE

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

(T)

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

(T)

(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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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd) (T)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd) (T)

(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) (T)28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd) (T)

(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. (C)

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. (N)

Certain regulations previously found on this page can now be found on Original Page 28-29.1

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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)

- (F) The customer will be permitted to locate customer-provided central office equipment needed to terminate basic transmission facilities, including: (T)
(M)
(M)
- Optical Line Terminating Multiplexers (OLTMs) (M)
 - Central Office Multiplexers (M)
- 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. (M)
(M)
(M)
(M)
(M)
- 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. (M)
(M)
(M)
(C)
(C)
(C)
(C)
(C)
(C)
- (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. (M)
(M)
(M)

Certain regulations on this page formerly appeared on 3rd Revised Page 28-29.

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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.

(D)
(D)
(D)
(D)
(D)

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd) (T)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd) (T)

- (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) (T)28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd) (T)

- (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 of 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 (T)

- (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)

(T)

28.6.4 Reclamation of Space

(T)

- (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. (C)
- (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. (C)

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)

(T)

28.6.5 Technical Specifications (Cont'd)

(T)

(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 regulation 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.

(C)

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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 (C) (x) (IP-72201), NYNEX Central Office and Electronic Equipment Enclosures (C) (x) (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.
- (x) Issued under authority of Special Permission No. 98-226 of the Federal Communications Commission to replace, in its entirety, Technical Publication NIP-74160 with IP 72201.

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ACCESS SERVICE

28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General (Cont'd) (T)

28.6.6 Telephone Company Access to Multiplexing Node and Transmitter/Receiver Space (T)

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 (T)

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)

(T)

28.6.8 Rates and Charges

(T)

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 foot print, 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 - Microwave

(T)

28.7.1 Power

(T)

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.
- (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) (T)28.7.2 Provision of Space (T)

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 (T)

(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. (C)
(C)
(C)
- (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. (C)
- (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. (C)
- (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 placed.

Certain regulations previously found on this page can now be found on 1st Revised Page 28-40.1.

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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. (M)
- (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)
- (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. (N)

Certain regulations on this page formerly appeared on 4th Revised Page 28-40.

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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.

(N)
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(N)
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Certain regulations previously found on this page can now be found on Original Page 28-41.1

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

(C) (Cont'd)

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

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

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

Certain regulations on this page formerly appeared on 4th Revised Page 28-41.

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28. Expanded Interconnection (Cont'd)28.8 Obligations of the Customer - Microwave (Cont'd) (T)28.8.1 Requests for Service (Cont'd) (T)

- (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 (T)

- (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) (T)28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd) (T)

(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 that 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. (T)

(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) (T)28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd) (T)

- (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 (Cont'd) (T)

28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd) (T)

- (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. (C)
- (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. (C)

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd) (T)28.9.1 Security Requirements (Cont'd) (T)

- (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) (T)28.9.2 Insurance Requirements (T)

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 (C)
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) (T)28.9.3 Rules of Conduct (T)

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 (T)

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 (T)
(Cont'd)28.9.4 Liability and Damages (Cont'd) (T)

- (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 employees' 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) (T)28.9.4 Liability and Damages (Cont'd) (T)

- (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 (T)
(Cont'd)28.9.4 Liability and Damages (Cont'd) (T)

(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 (T)

(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 (T)
(Cont'd)28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (T)
(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. (T)

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 (T)
(Cont'd)28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (T)
(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 (T)
(Cont'd)28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (T)
(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 Proprietary Information Requirements (T)

- (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) (T)28.9.7 Notice and Demand (T)

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 (C)
Bell Atlantic (C)
375 Pearl Street, Room 2101 (C)
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 (T)

- (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. (C)

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28. Expanded Interconnection (Cont'd)28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd) (T)28.9.8 Billing Requirements (Cont'd) (T)

- (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 Inspections (T)

- (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) (T)28.9.9 Telephone Company Inspections (Cont'd) (T)

- (B) The Telephone Company reserves the right to make subsequent and periodic inspections (of any part or all) of the customer's equipment and facilities occupying the multiplexing node(s) and, as appropriate, associated roof space, transmitter/receiver space and cable space for purposes of averting any threat or harm inadvertently imposed by the customer upon the operation of Telephone Company equipment, facilities and/or personnel located outside of the customer's multiplexing node and other associated space.

The customer has the right to be present at such inspections. The Telephone Company will provide 15 days' written notice to the customer for non-emergency inspections. The customer will be charged for such inspections if the customer is found to be in non-compliance with the terms and conditions of this tariff. The rates and charges for such inspections are set forth in Section 31.13.2 following.

28.9.10 Rights of the Telephone Company (T)

The rights retained by the Telephone Company shall include but not be limited to the following:

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

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28. Expanded Interconnection (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (T)
(Cont'd)

28.9.11 Deposit Requirements (T)

- (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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