

NETWORK INTERCONNECTION SERVICES

5. Collocation

Collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company or for purposes of accessing unbundled network elements in those Telephone Company central offices/wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4. Physical Collocation will be provided subject to the provisions specified in Sections 5.1 and 5.5 following; Virtual Collocation will be provided subject to the provisions specified in Sections 5.2 and 5.5 following.

Connection to Physical or Virtual Collocation is available through fiber optic, microwave facilities or leased facilities of a third party. Additional microwave collocation provisions are specified in Sections 5.1, 5.3 and 5.5 following. All collocation may be accomplished through Physical Collocation, Virtual Collocation or both, except in those instances where insufficient space is available to accommodate Physical Collocation. Dedicated Transit Service (DTS), Dedicated Cable Support (DCS) and Common Racking will be provided subject to the provisions specified in Section 5.4 following.

Collocation Alternatives will be provided subject to the provisions specified in Section 5.6 following.

Cageless Collocation - Open Environment (CCOE) will be provided subject to the provisions specified in Section 5.8 following. the provisions specified in Section 5.10 following.

5.1 Physical Collocation5.1.1 Service Description

- (A) Physical collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices/wire centers listed in the NECA F.C.C. No. 4 Tariff.
- (B) If a CLEC requests to physically collocate at other technically feasible points necessary for access to unbundled elements and interconnection, the CLEC must submit a request in writing to the Telephone Company.
- (C) The Telephone Company will permit the CLEC to establish a multiplexing node at the specified Telephone Company central office where the CLEC desires to interconnect or access unbundled network elements in order to place the necessary equipment. This service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested. Upon request, where there are two entry points to Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center for the CLEC's fiber optic cable, except where one entry of a two entry office is filled to capacity.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.1 Service Description (Cont'd)

(D) In addition to the floor space and transmitter/receiver space, the Telephone Company will provide -48V DC power, battery and generator back-up power, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC telecommunications equipment in the same manner that it provides such support items to its own transmission equipment within that central office. Standard -48V DC power shall be provided in one (1) amp increments.

- (1) The Telephone Company will provide DC power to the Collocation arrangement as specified by the CLEC in its Collocation application. The CLEC will specify the number of DC power feeds required, the load (i.e. drain) on each feed, the size of the over-current protector to be placed on each feed, and, if requested, the ampacity for each feed. (C)
- (2) Charges for DC power will be applied per load amp based on the total number of load amps ordered. For example, if a CLEC orders a total of 20 load amps of DC power and an A and B feed, the CLEC could order 10 load amps on the A feed, and 10 load amps on the B feed. The Telephone Company will permit the CLEC to size the over-current protector up to a maximum of 400% of the load amps ordered for each DC power feed from either the Telephone Company's battery distribution fuse board (BDFB) or the power board. Thus, the CLEC could order that each feed's over-current protector be sized at up to 40 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 20 amps, and not based on the total number of amps available for the over-current protector ordered. (N)
- (3) The CLEC must submit an augment application to the Telephone Company if the CLEC wishes to change the load amount from the load amount ordered on the CLEC's previous collocation application.
- (4) The ampacity of the DC power feed will be sized by the Telephone Company at either the BDFB or the power board. The CLEC can request larger ampacity cables and smaller fuses at the time of installation as described in Section 5.1.17(C)(5) following. The rates set forth in Section 10.5.1(A)(10) of this tariff will apply.
- (5) CLECs will be permitted to give back DC power feeds installed prior to December 31, 2003 at no cost to the CLEC for feeds from the BDFB and the power board. No application fees or engineering and implementation fees will be applied. (N)

Material formerly on this page has been moved to Page 2.1.

(N)

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.1 Service Description (Cont'd)

- (E) The CLEC is responsible for procuring, installing and maintaining all cables from manhole "0" to the Telephone Company Point of Termination, including fiber optic feeder cable into the Central Office Cable Vault, fire retardant riser cable between the Cable Vault and the multiplexing node and all cables from the multiplexing node to the Point of Termination or between multiplexing nodes established by the same CLEC. The CLEC will also be responsible for installing and maintaining the splice in the Cable Vault, or Alternate Splice Area (ASA), as designated by the Telephone Company. Alternatively, the CLEC may purchase unbundled transport from the Telephone Company as described in State of Connecticut No. 12--Telephone Tariff, Section 5.3 or from another CLEC. (M)
- (F) The CLEC's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other CLEC's facilities and must comply with the Technical Specifications set forth in Sections 5.1.16 and 5.3.6 following.
- (G) The CLEC does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in the Telephone Company's central office facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein.]
- (H) The Telephone Company will assign collocation space to CLECs in a just, reasonable, and nondiscriminatory manner. The Telephone Company will allow CLECs requesting physical collocation to submit space preferences on the application. The Telephone Company will assign physical space in accordance with the following standards:
- (1) The CLEC's collocation costs cannot be materially increased by the assignment,
 - (2) The CLEC's occupation and use of the Telephone Company's central office cannot be materially delayed by the assignment,
 - (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wished to offer; and
 - (4) The assignment cannot reduce unreasonably the total space available for physical collocation, or preclude unreasonably, physical collocation within the Telephone Company's central office.

Material formerly on this page has been moved to Page 2.2.

Material contained herein formerly appeared on Page 2.

(N)

(N)

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.1 Service Description (Cont'd)

- (I) The Telephone Company may assign physical collocation space separate from space housing the Telephone Company's equipment, provided that each of the following conditions is met:]
- (1) Either legitimate security concerns, or operational constraints unrelated to the Telephone Company's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation,
- (2) Any physical collocation space assigned to an affiliate or subsidiary of the Telephone company is separated from space housing the Telephone Company's equipment, (M)
- (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space,
- (4) The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and
- (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.]

Material contained herein formerly appeared on Page 2.1.

(N)

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.2 Site Survey/Report, Application, Engineering and Administration

- (A) Upon request by the CLEC and upon the CLEC signing a confidentiality agreement, the Telephone Company will make available a Site Survey/Report indicating the available Physical Collocation space in a Telephone Company central office, the number of CLECs currently collocated in that central office, modifications in the use of space since the last report requested and measures being taken to make additional space available. The interval for the Site Survey/Report is ten (10) calendar for requests submitted in the ordinary course of business.

A Site Survey/Report Fee will apply as further described in Section 5.1.17 and set forth in Section 10.5.1 following, per request, per central office. The Site Survey/Report is not required prior to submission of an application.

- (B) The CLEC must request Physical Collocation arrangements through its Telephone Company point of contact. Completed applications for collocation must be sent directly to the Telephone Company Collocation project manager at the following address:

Collocation Project Manager
Bell Atlantic
125 High Street
Room 1134
Boston, MA 02110
Fax: (617) 342-8515
Email at: collocation.applications@bellatlantic.com

- (C) Physical Collocation will be provided to CLECs on a first come, first served basis subject to the conditions in Section 5.5.1(B)(3) following. The CLEC shall complete a written application for occupancy of any multiplexing node, cable space, or conduit space, and shall include payment of an application fee as further described in Section 5.1.17 and set forth in Section 10.5.1. If space is unavailable or a CLEC withdraws its request, the application fee, less the costs incurred by the Telephone Company (e.g., engineering record search and inspection of central office premises to determine availability of space, and administrative activities required to process the application) will be refunded. Receipt of the application fee will determine the order of priority of the CLEC's request.

- (D) Subject to forecasting requirements, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight (8) business days after receipt of an application. The Telephone Company's response will be one of the following:

(1) There is space and the Telephone Company will proceed with the arrangement.

(2) There is no space. The Telephone Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.

] (C)]

(C) (C)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.2 Site Survey/Report, Application, Engineering and Administration
(D) (Cont'd)

- (3) There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within twenty (20) business days. At the end of this period, the Telephone Company will proceed as described in (1) or (2) above.

5.1.3 Splitter Arrangement

- (A) A splitter arrangement must be installed and connected before a CLEC submits an order for a Line Sharing/Line Splitting arrangement. When augmenting an existing Collocation arrangement for a Line Sharing/Line Splitting arrangement, the cable and splitter arrangement implementation interval is forty-five (45) business days as described in Section 5.1.4(C) following. The splitter arrangement under Option C following, generally consists of one shelf in which splitter cards capable of supporting 96 lines are installed. The cabling must be ordered in increments of 200 pairs. The CLEC must select from one of the following splitter arrangement options: (C)
(C)

(1) Option A (Splitter in CLEC Physical Collocation Arrangement)

- (a) The CLEC must provide, install and maintain the splitter in its Physical Collocation arrangement. The splitter must be ANSI T1.413 or Multiple Virtual Line (MVL) compliant and comply with the Technical Specifications specified in Sections 5.1.15 and 5.3.6 following.
- (b) The Telephone Company-provided dial tone is routed through the splitter in the CLEC's Physical Collocation arrangement.
- (c) The CLEC will be responsible for any rearrangements or augments to the Physical Collocation arrangement (i.e., additional terminations to the POT bay). The terms and conditions specified in Section 5.1 will apply.
- (d) The splitter may be installed as part of an initial or subsequent Physical Collocation application. When the splitter is to be installed as part of an initial Physical Collocation implementation, the splitter installation may be ordered as part of the initial Physical Collocation application. When a splitter and associated cable and frame terminations are to be installed as part of an existing Physical Collocation arrangement, the splitter installation may be ordered through a Physical Collocation augment application.
- (e) The CLEC must notify the Telephone Company when using Option A to establish a Line Sharing/Line Splitting arrangement, and provide the Telephone Company with any required information.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.3 Splitter Arrangement (Cont'd)

(A) (Cont'd)

(2) Option C (Splitter in Telephone Company Area)

- (a) The Telephone Company will inventory and maintain the CLEC-provided splitter in Telephone Company space within the same serving end office as the Physical Collocation arrangement. The splitter must be ANSI T1.413 or MVL compliant and comply with the Technical Specifications specified in Sections 5.1.15 and 5.3.6 following.
- (b) At the option of the CLEC, installation of the splitter may be performed by the Telephone Company or by a Telephone Company approved vendor designated by the CLEC.
- (c) The splitter will be installed (mounted) in a relay rack in a Virtual Collocation arrangement between the POT Bay and the MDF.
- (d) The demarcation point is at the POT Bay connecting the CLEC Physical Collocation arrangement and the splitter.
- (e) The Telephone Company will maintain exclusive control of the splitter and will direct any required activity. The Telephone Company or a Telephone Company approved vendor, will perform all POT Bay work required in this option.
- (f) The Telephone Company will provide a splitter inventory to the CLEC upon completion of the splitter installation.
- (g) Splitter will be installed by the Telephone Company or a Telephone Company approved vendor, with the splitter as part of the Physical Collocation arrangement. The terms and conditions specified in Section 5.1 will apply.

5.1.4 Joint Planning and Implementation Intervals for Physical Collocation

- (A) If space is available, the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation services.
- (B) If the application is deficient, the Telephone Company will specify in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application with ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.4 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

- (C) The Telephone Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical collocation arrangement implementation interval is seventy-six (76) business days for all Standard Arrangement requests which were properly forecast six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by 15 business days resulting in a 91 business day interval. The interval for collocation augments which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following: (C)
- (1) 800 2 wire voice grade terminations, or
 - (2) 400 4 wire voice grade terminations, or
 - (3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or (C)
 - (4) 28 DS1 terminations, or
 - (5) 24 DS3 terminations, or
 - (6) 12 fiber terminations, or
 - (7) Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or (C)
 - (8) 2 feeds (1A and 1B) DC power fused at 60 amps or less, or (C)
 - (9) DC Power, as defined in (8) preceding, plus any one (1) additional item, as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations b) 3 DS3 terminations or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Telephone Company that: a.) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b.) the CLEC can demonstrate other good cause or causes to the Telephone Company that the CLECs cross connect capacity may be exceeded by the end of the 45 business day augment interval. (N)
- (D) For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts. (C)

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.4 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

- (E) The following standard implementation milestones will apply, in business days, unless the Telephone Company and the CLECs jointly decide otherwise. (C)
- Day 1 -- CLEC submits completed application and associated fee.
 - Day 8 -- The Telephone Company notifies CLEC that request can be accommodated and advises of due date.
 - Day 17 -- CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment. (C)
 - Day 30 -- Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting).]
 - Day 45 -- Augment (as defined herein) completes. (C)
 - Day 76 -- The Telephone Company and CLEC attend Collocation Acceptance Meeting and the Telephone Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not defined herein.]

Effective: December 31, 2003

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.4 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

(F) The 45 business day interval is subject to the following requirements.

- (1) Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).
- (2) The CLEC must install sufficient equipment to support requested terminations/facilities.
- (3) In large central offices with complex cable runs (i.e., multiple floors), the Telephone Company may request to negotiate extensions to the 45 business day interval.

(G) A preliminary schedule will be developed outlining major milestones. The CLEC and the Telephone Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Telephone Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Telephone Company and the CLEC cannot agree, the dispute will be submitted to the Director of the Communications Division of the DPUC for prompt resolution. The Telephone Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. In the case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

(C)

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(N)

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(H) Intervals for non-standard Arrangements shall be mutually agreed upon by the CLEC and the Telephone Company.

(C)

(C)

(I)

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(D)

]

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)

5.1.5 Space Limitations

(A) When No Space Is Available For Physical Collocation

- (1) The Telephone Company will inform the Commission as soon as it determines it will be unable to fulfill a request, based on applications, six (6) month forecasts as described in 5.5.1 following, or as soon as it otherwise becomes aware that there is no further space available for physical collocation.
- (2) The Telephone Company will post a list on its Website of all central offices that have been identified as having no space for Physical Collocation and update the list within ten (10) calendar days of the date at which a central office runs out of physical collocation space.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.5 Space Limitations (Cont'd)(B) Raw Space Conversion Intervals

- (1) Raw space conversion timeframes fall outside the normal intervals and are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.
- (2) The Telephone Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on application or forecast.
- (3) The Telephone Company will post a list of all such sites on its Website, and will update the list within 10 business days of the date at which a central office runs out of physical collocation space.

(C) When Forecasts Indicate That Not All Requests Can Be Fulfilled In A Particular Central Office Due To Limited Available Space

- (1) As described in Section 5.5.1 following, the Telephone Company will request the CLECs to provide a forecast of their physical collocation requirement. The Telephone Company will inform all forecasting CLECs of the total square footage available and the total number of CLECs requesting space in that central office. The Telephone Company will offer each CLEC an equal share of the central office space, and request applications immediately, with appropriate fees, to reserve the space. The CLECs will have one (1) month to respond. If a CLEC does not respond within the specified time, its apportioned share will be allocated evenly among those that do respond.
- (2) If there is not enough space available to provide all requesting CLECs with a minimum configuration (i.e., twenty-five (25) square feet), a drawing for the space will be held, with appropriate guidance and participation from the Commission. The Telephone Company will inform each CLEC of the number of requesting CLECs and the quantity of CLECs that can be accommodated in the available space. The Telephone Company will request applications immediately, with appropriate fees, to enter the drawing. Each CLEC will have one (1) month to respond or be ineligible for the drawing. The Telephone Company will then forward the list of qualifying applications to the Commission Staff. Applications and associated fees will be returned to those not selected in the drawing.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.5 Space Limitations (Cont'd)(D) Verification of Space Limitations

- (1) When sufficient space is not available to accommodate a Physical Collocation request at a Telephone Company central office, the Telephone Company will, within an additional ten (10) calendar days of denying a request, allow CLECs to tour the Telephone Company central office where sufficient space is not available upon signing a confidentiality agreement. Where requests from multiple CLECs are derived for the same Telephone Company central office, the Telephone Company may coordinate tours of the Telephone Company central offices with the CLECs and Commission Staff. Such tour will not be restricted to the room in which space was denied but may include the entire central office.

(C)

In addition, the Telephone Company will provide the Commission Staff with floor plans, future use information, etc. as requested by the Commission Staff.

- (2) If a Telephone Company central office has been deemed by the Commission to be space exempt due to space exhaustion, no further tours will be given unless conditions affecting space availability have changed (e.g., equipment removal) unless requested by the Commission.
- (3) The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space, and will provide construction plans for empty space upon Commission Staff request.

(E) Removal of Obsolete Equipment

- (1) Upon reasonable request of a CLEC or upon the order of the Commission, the Telephone Company will remove obsolete unused equipment.

The Telephone Company will review requests to remove equipment on a case-by-case basis and will be responsible to prove to the Commission that equipment is not used or obsolete.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.6 Deployment Requirements

- (A) The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its Entrance Manholes. No splicing will be permitted to Manhole "0". The CLEC must provide underground fiber optic cable in Manhole "0" of sufficient length as specified by the Telephone Company to be pulled through the Central Office Conduit and into the Central Office Cable Vault splice location. The CLEC is responsible for placement of the fiber optic facility within Manhole "0" and is responsible for the maintenance of the fiber optic cable(s).
- (B) The CLEC is responsible for installing CLEC-provided fiber optic feeder cable in the Conduit Space. To avoid unnecessary reinforcements or rearrangements, the CLEC will be required to provide a three-year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated inner duct. The CLEC will not be permitted to reserve space in the Central Office Conduit. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.
- (C) The Telephone Company reserves the right to manage its own Central Office Conduit requirements and to reserve vacant space for facility additions planned within three (3) years as its primary use.
- (D) The CLEC is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its fire retardant inside riser cable within the Central Office Cable Vault or designated splicing chamber.
- (E) The splice in the Central Office Cable Vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The CLEC must tag all entrance facilities to indicate ownership.
- (F) The CLEC will be accompanied by qualified Telephone Company representatives in all Manhole and Vault locations, subject to the charges set forth in Section 10.5.1 following.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.6 Deployment Requirements (Cont'd)

(G) The CLEC is responsible for placing its fire retardant riser cable from the Central Office Cable Vault or ASA to the multiplexing node. The CLEC is responsible for providing fire retardant riser cables which comply with Telephone Company practices and safety requirements for Central Office cabling (TR-NTW-000409 and National Electrical Code) as they relate to fire, safety, health and environmental safeguards. The Telephone Company and the CLEC will jointly determine the length of fire retardant cable needed to reach from the splice in the Cable Vault or ASA to the multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. The Telephone Company will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by the CLEC will result in time and material charges.

(H) The Telephone Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards:

(1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Telephone Company at a level equal in quality to that which the Telephone Company obtains within its own network or the Telephone Company provides to any of its affiliates, subsidiaries, or other parties; and

(2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

(I) Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in (H) preceding. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in (H) preceding must not cause the equipment to significantly increase the burden on the Telephone Company's property.

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5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.6 Deployment Requirements (Cont'd)

(J) The CLEC 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 central office environmental standards. In addition, for those interconnecting via microwave facilities, 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.

(1) The CLEC shall not place in its multiplexing node equipment that is used for enhanced services.

(N)
(N)

(K) All CLEC equipment to be installed in or on the exterior of Telephone Company central offices must either be on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the Technical Specifications specified in Sections 5.1.15 and 5.3.6 following. Upon receipt of a Collocation request, the Telephone Company will make available at cost any Telephone Company specific documentation required.

(L) The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements.

(M) Where the CLEC 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 CLEC must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld. The CLEC 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.

(N) The CLEC 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 the Telephone Company's Certification Process for Central Office Detail Engineering and Installation/Removal Service, (NIP-74166, Issue No. 1)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.6 Deployment Requirements (Cont'd)

- (O) Prior to installation of the CLEC's facilities or transmission equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction. (T)
- (P) The CLEC will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office multiplexing node. The CLEC has the option of directly contracting with Telephone Company approved vendors to construct the multiplexing node. This construction is limited to the multiplexing node itself, the door and associated superstructure, AC convenience outlets, overhead lighting, ground bar, and the necessary racking to leave the node and access the overhead common racking for CLECs and the necessary racking to access the Telephone Company owned and installed POT Bay. The multiplexing node and associated electrical work must conform to Telephone Company engineering specifications. (T)
- (Q) The CLEC shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the CLEC's equipment installation work in the multiplexing node. The CLEC is responsible for protecting the Telephone Company's equipment and central office flooring within the staging area and along the staging route. The CLEC will 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 areas(s). The CLEC will meet all the Telephone Company's fire, safety and housekeeping requirements. This temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work. (T)
- (R) Method of Procedures (MOP) detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all Physical Collocation equipment installation. The MOP shall be agreed upon and signed by a Telephone Company representative and a CLEC representative prior to the beginning of any installation effort within the multiplexing node or common area. The CLEC shall prominently display the signed MOP at the multiplexing node while performing any installation functions. (T)

5.1.7 Point of Termination

- (A) 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 CLEC's facilities and the Telephone Company's facilities. The cross connect frames where the Point(s) of Termination are located will be provided at or near the multiplexing node. The CLEC will provide and be responsible for installing and maintaining the connection cabling and associated cross connections between the multiplexing node and the Point of Termination. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company's side of the Point of Termination.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.7 Point of Termination (Cont'd)

- (B) The CLEC must select from the following options regarding the termination of its facilities at its multiplexing node. The CLEC is limited to only one option per multiplexing node.
- (1) The Telephone Company will provide the Point of Termination (POT) Bay in a common area located at or near the multiplexing node.
 - (2) The CLEC will provide the POT Bay and the associated terminations, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node. The CLEC will transfer ownership of the POT Bay for the sum of one dollar (\$1.00). After successful installation, an Asset Transfer record will be made and both the Telephone Company and the CLEC will sign and retain a copy.
 - (3) The CLEC 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 CLEC to bring it into the multiplexing node and terminate it on the POT Bay.

5.1.8 Minimum Floor Space Requirements/Anti-Warehousing Provision

- (A) The Telephone Company will designate the floor and cable space within each central office which will constitute the multiplexing node.
- (B) A standard size multiplexing node is either 25, 100 or 300 square feet per central office. Additional space is available in 20 square foot increments for 100 square foot multiplexing nodes or larger, where feasible. A CLEC with a multiplexing node in a Telephone Company central office may request that space in 100 square foot increments be reserved in the same central office. If space is available, the Telephone Company will reserve the space for the CLEC until such time as the Telephone Company requires the reserved space. If the Telephone Company requires the reserved space, it will notify the CLEC and the CLEC must file an application for the space within thirty (30) business days.

5.1.9 Security Measures

- (A) The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have access to the areas where the CLEC's multiplexing node is located provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters) under escort. This will include access to riser cable, cableways, and any room or area necessary for access. The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.
- (B) When a CLEC is escorted by a qualified Telephone Company employee for access to the Telephone Company premises that is outside the access to the multiplexing node (e.g., cable risers, vaults), the charges set forth in Section 10.5.1 following will apply.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.9 Security Measures (Cont'd)

(C) The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in the Bell Atlantic Collocation Security Guidelines, which will be provided upon request. The Telephone Company reserves the right to revoke any identification badge and access card of any CLEC employee or agent found in violation of these guidelines.

(D) The Telephone Company may require CLEC employees and contractors to use a central or separate entrance to the Telephone Company's central office, provided, however, that where the Telephone Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Telephone Company's affiliates and subsidiaries will be subject to the same restriction.

(1) CLEC employees, agents or contractors who meet the Telephone Company's established security standards will be provided access to the CLEC's collocation equipment 24 hours a day, seven days a week and reasonable access to the Telephone Company's restroom facilities.

(2) The Telephone Company may construct or require the construction of a separate entrance to access physical collocation space, provided that each of the following conditions is met:

(a) Construction of a separate entrance is technically feasible;

(b) Either legitimate security concerns or operational constraints unrelated to the Telephone Company's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation;

(c) Construction of a separate entrance will not artificially delay collocation provisioning; and

(d) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

(E) The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be U.S. citizens where required by law or regulation.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.9 Security Measures (Cont'd)

- (F) The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor(s) must display identification badges at all times while on Telephone Company property. This badge will permit access to the location of the CLEC's multiplexing node in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are available as described in Section 5.1.17(A)(8) following. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC. (T)
- (G) Where the CLEC provides the security device for its multiplexing node, the CLEC will provide the Telephone Company the keys for direct access to the node in the event of an emergency and to perform its required housekeeping and equipment inspection activities, prior to the installation of any such security devices. All security devices must be approved by the Telephone Company. (T)
- (H) During the installation phase, or for subsequent maintenance, the CLEC or its approved vendor will have access to its multiplexing node and any room or area where the CLEC is installing equipment (i.e., cable vaults, roof tops or alternate splice areas). The CLEC may be escorted in areas outside its multiplexing collocation node by qualified Telephone Company employees for these occasions, subject to the charges set forth in Section 10.5.1(C) following. (T)
- (I) The CLEC will have access at the commencement, middle and end of construction. If additional access is requested, it will be provided to the CLEC subject to the charges set forth in Section 10.5.1(C) following. (T)
- (J) In the event of work stoppages, separate entrances will be established for the CLEC, where possible. When separate entrances are not available, the Telephone Company will provide CLEC employees the same access that it provides to its management employees. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. (T)
- (K) The CLEC agrees that its employees/vendors with access to Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the CLEC with written notice of such changes. (T)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.10 Repair and Maintenance

- (A) The CLEC will be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.
- (B) The CLEC is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the CLEC's multiplexing node, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval such as NEBS Compliance documentation, and may require scheduling changes. Such approval will not be unreasonably withheld.
- (C) The CLEC is responsible for testing, if necessary, with the Telephone Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a CLEC provided service. The CLEC is responsible for providing trouble report status when requested.
- (D) The CLEC must pay a CLEC Not Ready charge as set forth in Section 10.5.1(C)(2) following whenever the Telephone Company personnel are required to identify a trouble as being on the CLEC's side of the point of termination (e.g., in the connection cabling or associated cross connection, or CLEC antenna and associated microwave equipment).

5.1.11 Damage to the Multiplexing Node

- (A) If the multiplexing node or any part thereof shall be damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect except as set forth herein and in Section 5.1.11(B), (C) and (D) following.

- (1) If the collocation equipment location or any part thereof 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. Monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location which is usable. The Telephone Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in Section 5.1.11(B). If the Telephone Company elects to restore the collocation equipment location, the Telephone Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC 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.

(C)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.11 Damage to the Multiplexing Node (Cont'd)

(A) (Cont'd)

- (2) If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Telephone Company, then applicable monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored by the Telephone Company. The Telephone Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in Section 5.1.11(B). If the Telephone Company elects to restore the collocation equipment location, the Telephone Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC 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.

(C)

- (3) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the CLEC, then the applicable monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall be apportioned according to the part of the collocation equipment location which is usable until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Telephone Company-approved contractor and must be approved in advance by the Telephone Company. The Telephone Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions specified in Section 5.1.11(B).
- (4) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Telephone Company may terminate the CLEC's collocation arrangement immediately.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.11 Damage to the Multiplexing Node (Cont'd)

(B) If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, 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 CLEC's collocation equipment location or any part thereof. In this event, the Telephone Company will provide the CLEC 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 CLEC. The CLEC must vacate the premises by the date specified in the notice. The Telephone Company's rights against the CLEC under this tariff, prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing, shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC which were on account of any period subsequent to such date shall be returned to the CLEC.

After any such casualty and upon request by the Telephone Company, the CLEC shall remove from the collocation equipment location and other associated space, as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.

(C) In the event recurring charges or any portion thereof were suspended pursuant to Section 5.1.11(A), the CLEC's liability for applicable full monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Telephone Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.

(D) Nothing contained in these provisions shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty.

(E) 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 to its property 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 the CLEC 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.

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

Effective: August 22, 2003

By Sandra Dilorio Thorn, General Counsel
1095 Avenue of the Americas, New York, N.Y. 10036

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)

5.1.12 Reclamation of Space/Right to Terminate or Rearrange

- (A) The Telephone Company shall have the right, upon six (6) month's 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, cable space or conduit in order to fulfill its obligations under state and Federal laws and Telephone Company tariffs, to provide telecommunications services to its customers. In the event of such a reclamation, the Telephone Company will reimburse the CLEC for reasonable direct costs in connection with the removal of the CLEC's equipment.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.12 Reclamation of Space/Right to Terminate or Rearrange (Cont'd)

- (B) In addition, the Telephone Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Telephone Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Telephone Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Telephone Company shall provide 180 days' written notice prior to such an event, unless the Telephone Company is given a lesser notice by the State Commission.
- (C) The Telephone Company shall have the right to terminate this Arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space and associated cable and conduit where the serving wire center premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the CLEC with 180 days' written notice of such termination and negotiate a schedule by which the CLEC must proceed to have CLEC-provided equipment or property removed from the multiplexing node and associated cable and conduit, unless the Telephone Company is given a lesser notice by the authority. The CLEC 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 CLEC from making its own claim against the eminent authority ordering the taking of the central office.

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 CLEC will be responsible for relocating its transmission equipment, multiplexing equipment, facilities and any other property. The CLEC and the Telephone Company will work together in good faith to minimize any disruption of the CLEC's services as a result of such relocation.

- (D) Should the Telephone Company need to install additional facilities to any conduit system in which the CLEC occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for physical collocation for another CLEC, the Telephone Company will, after notifying the CLEC of the additional occupancy, rearrange the CLEC's facilities in the conduit system as reasonably determined by the Telephone Company, so that the additional facilities of the Telephone Company or other CLEC may be accommodated.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.12 Reclamation of Space/Right to Terminate or Rearrange (Cont'd)

- (E) In an emergency, the Telephone Company reserves the right to rearrange a CLEC's facilities occupying a conduit, manhole, cable vault, roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the CLEC prior to rearranging a CLEC's facilities. If such emergency is a result of the CLEC's occupancy of space(s) under these provisions or as a result of any act or omission on the part of the CLEC, its employees, agents or vendors, the CLEC will be charged for such rearrangement.
- (F) Should the CLEC wish to move equipment from one location to another, the CLEC will be responsible for removing and transporting its equipment to the new site and installing it. The Telephone Company will treat the relocation as a new installation.
- (G) The Telephone Company shall have the right to reassign space with respect to any multiplexing node and associated cable and conduit where the multiplexing node is not efficiently used within a reasonable amount of time. "Efficiently used" shall mean that substantially all of the floor space is taken by the transmission equipment as specified above, metal storage cabinets or work surfaces as needed to provide service or when used in connection with roof space and transmitter/receiver space, and that the CLEC's facilities occupying such space(s) are in operation for substantial periods of time each month. The determination as to whether or not these criteria are met is solely within the reasonable judgment of the Telephone Company. If there is a pending CLEC request for collocation, the Telephone Company shall provide sixty (60) days' notice of its intent to reclaim space. In the event the CLEC has not occupied its multiplexing node, the CLEC will be given 120 days after the Telephone Company turns over occupancy of the multiplexing node in which to provision the multiplexing node with transmission equipment before the space may be reclaimed.

In addition, if a notice of reclamation is served, the aggrieved CLEC will be given ten (10) days from receipt of the notice to apply to the Commission for relief, upon good cause shown. The CLEC shall be responsible for any outstanding fees, rates and charges in existence at such time.

The subsequent CLEC shall be responsible for any costs directly attributable to the reclaiming of the space previously assigned to the existing CLEC.

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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.13 Jurisdictional Reporting Requirements

- (A) Effective on the first of January, April, July and October of each year, the CLEC must provide a projected interstate usage percentage. The CLEC shall forward to the Telephone Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. The revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November). No prorating or back billing will be done based on the report. If the CLEC does not supply the report, the Telephone Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the CLEC, the Telephone Company will assume the percentage to be zero (0%) for interstate and 100% for intrastate activity.

5.1.14 Insurance Requirements

- (A) The CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance, underwritten by insurance companies licensed to do business in the State of Connecticut having a BEST Insurance rating of at least AA-12.
- (1) 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. Said coverage shall include the contractual, independent contractors' products/completed operations, broad form property and personal injury endorsements.
 - (2) Umbrella/Excess Liability coverage in an amount of \$5 million excess of coverage contained in the General Liability policy.
 - (3) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property situated on or within the Telephone Company's locations. The CLEC may also elect to purchase Business Interruption and Contingent Business Interruption Insurance.
 - (4) Statutory Workers' Compensation coverage; and Employer's Liability coverage in an amount of \$2 million.
- (B) The Telephone Company shall be named as an ADDITIONAL INSURED on all applicable policies as specified in General Liability and Excess Liability policies, and shall be named as LOSS PAYEE (AS ITS INTEREST MAY APPEAR) on all applicable Risk Property policies.
- (C) The limits governing the General and Excess Liability provisions above may be increased by the Telephone Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Telephone Company buildings.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.14 Insurance Requirements (Cont'd)

- (D) All policies purchased by the CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (E) All insurance must be in effect on the occupancy date and shall remain in force as long as the CLEC's facilities remain within any spaces governed by the Arrangement. If the CLEC fails to maintain the coverage, the Telephone Company may pay the premiums thereon and seek reimbursement of same from the CLEC. The CLEC shall arrange for the Telephone Company to receive thirty (30) days advance notice of cancellation, modification, or renewal of the policy from the CLEC's insurance company.

Notices should be forwarded to:

Collocation Project Manager

Bell Atlantic

125 High Street

Room 1134

Boston, MA 02110

Fax: (617) 342-8515

Email at: collocation.applications@bellatlantic.com

- (F) The CLEC must also conform to the same recommendation(s) made by the Telephone Company's insurance companies to which the Telephone Company has already agreed or to which it shall hereafter agree.
- (G) If the CLEC net worth exceeds \$100,000,000, the CLEC may elect to self insure and thereby assume the coverages, protections and payments that otherwise would have been provided or made to or on behalf of the Telephone Company under the insurance provisions set forth in this section. If the CLEC self insures, the CLEC shall furnish to the Telephone Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The CLEC is subject to the same liability and indemnification provisions set forth herein.

5.1.15 Inspections by the Telephone Company

- (A) The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC 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. In the event the Telephone Company is required to access the CLEC's multiplexing node on an emergency basis, the Telephone Company will notify the CLEC of such access within 24 hours.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.15 Inspections by the Telephone Company (Cont'd)

(B) The Telephone Company has the right to inspect the completed installation of the CLEC's equipment and facilities. In addition, the Telephone Company may conduct up to twelve (12) routine inspections per year of all or portions of the CLEC's facilities, to determine that occupancies are authorized and installed and maintained in conformance with the required standards. The Telephone Company will provide the CLEC with fifteen (15) days advance notice of non-emergency inspections and the CLEC shall have the right to be present at the time of inspection. The Telephone Company will notify the CLEC in writing of any outside agency inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the CLEC as soon as reasonably possible. The CLEC shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections. The CLEC will be charged for such inspections if the Telephone Company finds a violation of these terms and conditions.

(C) Scheduled Attestations

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

(C)

(C)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.15 Inspections by the Telephone Company (Cont'd)

(D) The CLEC is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Telephone Company will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC on its collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a collocation application. The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Telephone Company may measure the DC power drawn at an arrangement by monitoring the Telephone Company's power distribution point. In those instances where the Telephone Company needs access to the collocation arrangement to make these measurements, the Telephone Company will schedule a joint meeting with the CLEC.

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(1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

(2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined below, that arrangement is subject to the following treatment.

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(a) The Telephone Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice and the chief of telecommunications regulations of the DPUC, that more power is being drawn than was ordered. Within ten business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Telephone Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten business days will result in an increase in the amount of power being billed to the audited load amount.

(C)

(b) For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve month period will be up to an additional 20% of the number of load amps, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone is up to the number of load amps.

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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.15 Inspections by the Telephone Company (Cont'd)
(D) (Cont'd)

- (3) If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 5.1.15(D)(2)(b) preceding, that arrangement is subject to the following treatment.]
- (a) The Telephone Company will notify the person designated by the CLEC to receive such notice via telephone or email that the Telephone Company will take a second measurement no sooner than one hour and no later than two days after the initial inspection. The Telephone Company will not wait for the CLEC or require it to be present during the second inspection. (C)]
- (b) The Telephone Company will assess the Miscellaneous Collocation Power Service Charge for performing this inspection.
- (c) The CLEC may perform its own inspection at the CLEC's arrangement. The CLEC is not required to wait for the Telephone Company or require it to be present during the CLEC test. Upon request of the CLEC, the Telephone Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC arrangement at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own arrangement. The CLEC will send the results of its own audit measurements to the Telephone Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Telephone Company's.]
- (d) If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the CLEC with written notification, within ten business days, by certified US mail to the person designated by the CLEC to receive such notice and the chief of telecommunications regulations of the DPUC that the CLEC has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Telephone Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents. (C)
- (e) The Telephone Company will maintain a file of results taken of any inspections for two years and such file will be made available to the CLEC that was audited, upon request. The Telephone Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Telephone Company from making the notice described in paragraph (f) following.]

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.15 Inspections by the Telephone Company (Cont'd)

(D) (Cont'd)

(3) (Cont'd)

- (f) If the CLEC disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party may invoke the dispute resolution process in the applicable interconnection agreement. The dispute resolution process can be initiated by either party after thirty calendar days have elapsed. This period commences (1) ten business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation beyond the buffer zone.
- (g) With the notification required by subparagraph (D)(3)(d), the Telephone Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of the miscellaneous collocation power service charge for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 5.1.15.(C) preceding.
- (4) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows.
- (a) For the first such violation within the same consecutive twelve month period, the CLEC will be billed the audited load amount for four months. The CLEC will pay a separate and additional penalty to the Connecticut Department of Revenue Services, measured as the difference between the billing of the fused capacity and the billing at the audited load for four months. The CLEC must send notice to the Telephone Company of its payment to the Connecticut Department of Revenue Services within ten calendar days of making the payment.
- (b) For the second such violation within the same consecutive twelve month period, the CLEC will be billed the audited load amount for five months. The CLEC will pay a separate and additional penalty to the Connecticut Department of Revenue Services, measured as the difference between the billing of the fused capacity and the billing at the audited load for five months. The CLEC must send notice to the Telephone Company of its payment to the Connecticut Department of Revenue Services within ten calendar days of making the payment.

Material formerly on this page has been moved to Page 21.5

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.15 Inspections by the Telephone Company (Cont'd)

(D) (Cont'd)

(4) (Cont'd)

- (c) For the third such violation within the same consecutive twelve month period, the CLEC will be billed the audited load amount for six months. The CLEC will pay a separate and additional penalty to the Connecticut Department of Revenue Services, measured as the difference between the billing of the fused capacity and the billing at the audited load for six months. The CLEC must send notice to the Telephone Company of its payment to the Connecticut Department of Revenue Services within ten calendar days of making the payment.]
- (d) For more than three violations within the same consecutive twelve month period, upon authorization by the chief of telecommunications regulations of the DPUC, the Telephone Company will bill the CLEC for the full fused capacity for each of the next six bill periods following the authorization and will continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the Connecticut Department of Revenue Services. (N)
- (e) The Telephone Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the Connecticut Department of Revenue Services, under the provisions set forth preceding. The Telephone Company will provide a copy of the CLEC notification to the chief of telecommunications regulations of the DPUC, under seal.
- (5) At the conclusion of any dispute resolution proceeding in which the Telephone Company receives a favorable ruling, the above penalties (including the revised billing) will be self-executing. The Telephone Company will notify the chief of telecommunications regulations of the DPUC of the violation as described in 5.1.15(D)(3).
- (6) If the CLEC has requested a power augment under which the audited amount would be within the augmented load plus the applicable buffer zone, and the augment is late due to the fault of the Telephone Company, the penalty would not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under (4) preceding.]

Effective: December 4, 2002

By Sandra Dilorio Thorn, General Counsel
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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.16 Technical Specifications

(A) CLEC equipment must fully comply with Bellcore Network Equipment Building Systems (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE) and the Network Equipment Installation Standards Information Publication (IP-72201), 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 the Telephone Company's services or facilities.

(M)

(B) CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in the Telephone Company's NEBS requirements RNSA-NEB-95-003, Revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Telephone Company's RNSA-NEB-95-003, Revision 8 or higher.

(C) In addition, the CLEC may install equipment that has been deployed by the Telephone Company for five (5) years or more with a proven safety record.

Material contained herein formerly appeared on Page 21.3

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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.16 Technical Specifications (Cont'd)

- (D) CLEC equipment and installation of the CLEC's equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201). All CLEC entrance facilities and splices must comply with Bellcore Generic Requirements for Optical Fiber and Fiber Optic Cable (GR-20-CORE), Cable Placing Handbook (NX620020912NY), Cable Splicing Handbook (NX620020911NY), Cable Maintenance Handbook (NX620020913NY), and General Information Tools and Safety (NX620020910NY), as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities.
- (E) CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of the Telephone Company's Technical Specification 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.
- (F) The equipment located in, on or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with the Bellcore Network Equipment Building System (NEBS) Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE) and the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also fully comply with the Network Equipment Installation Standards Information Publication (IP-72201), Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with Telephone Company service or facilities.
- (G) Where a difference may exist in the specifications set forth in (A) through (F) preceding, the more stringent shall apply.
- (H) 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). The Telephone Company will provide 90 days' notice of the change unless it is due to an emergency which renders notice impossible.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.17 Rates and Charges(A) Nonrecurring Charges

(1) The Site Survey/Report Fee as set forth in Section 10.5.1(A)(1) following, will apply per request, per central office. If a CLEC submits an application for Physical Collocation within thirty (30) days of receipt of the Site Survey/Report, 50% of this fee will be applied to the CLEC's application fee.

(2) An Application Fee, as set forth in Section 10.5.1(A)(2) following, is required per Physical Collocation request, per central office where the CLEC requests to establish Physical Collocation.

- New Application: Applies when the CLEC is the first applicant for collocation space. The same fee applies when there is existing collocation room space available to accommodate the space requirements of the CLEC. (Different Engineering and Administration fees, however, will apply.)
- Augment Application: Applies when a CLEC has established a Physical Collocation arrangement and requests expanding the same contiguous space or additional capacity to the specific multiplexing node. In addition, this charge applies when a CLEC has established a Collocation arrangement and subsequently requests a splitter augment.

(3) Engineering and Implementation Fees as set forth in Section 10.5.1(A)(3) following, are in addition to the Application or Augment Fee and may include one of the following:

(C)

- Initial Application: Applies when the CLEC is the first applicant for collocation space.
- Subsequent Application: Applies when the CLEC applies for collocation where there is existing collocation room space available to accommodate the space requirements of the CLEC.
- Cage Expansion and Additional Cabling: Applies when a CLEC expands the existing multiplexing node and requests additional cabling. A non-contiguous cage expansion is treated as a subsequent application.
- Additional Cabling Only: Applies when a CLEC requests additional frame terminations at the POT Bay. In addition, this charge applies when a CLEC requests a splitter augment with an existing Collocation arrangement.
- Power Augment Only: Applies when a CLEC requests additional -48V DC power feeds to the multiplexing node.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.17 Rates and Charges (Cont'd)(A) Nonrecurring Charges (Cont'd)

- (4) The POT Bay Frame charge as set forth in Section 10.5.1(A)(5) following, is a nonrecurring charge that includes the investment and/or the installation of the POT Bay Frame pursuant to the specific option selected by the CLEC. Option 1 is where the Telephone Company provides for the material and installation. Option 2 is where the CLEC provides the material and the Telephone Company installs the equipment. Option 3 is when a CLEC purchases and installs a POT Bay within the confines of the CLEC multiplexing node and there is no nonrecurring charge assessed.
- (5) The SAC POT Bay Termination charge as set forth in Section 10.5.1(A)(6) following, is a nonrecurring charge that is for the termination strip or panel that resides in the POT Bay Frame. This rate only applies when the Telephone Company provides the POT Bay as described in Section 5.1.7(B)(1) preceding.
- (6) The SAC Cable and Frame Termination charge as set forth in Section 10.5.1(A)(7) following, is a nonrecurring charge that is for the cabling to and the termination strip or panel that resides on the Telephone Company frame. Terminations will connect to a Digital Cross Connect System only in the event that it is the only option available in a particular central office as determined by the Telephone Company.
- (7) The Security Access Card charge as set forth in Section 10.5.1(A)(8) following, is a nonrecurring charge that is assessed either per card, or for each five (5) security access cards provided to the CLEC. (C)
- (8) The Splitter Installation charge as set forth in Section 10.5.1(A)(9) following, is a nonrecurring charge that is for the engineering and installation of the CLEC-provided splitter. The charge is assessed per shelf. This charge only applies when the Telephone Company installs the splitter.

(B) Monthly Rates

- (1) The Multiplexing Node (Cage) Preparation rate as set forth in Section 10.5.1(B)(1) following, is assessed based on the size of the multiplexing node. This rate will not apply if a CLEC contracts with a Telephone Company approved vendor to perform the cage preparation.
- (2) The Land and Building rate as set forth in Section 10.5.1(B)(2) following, is assessed based on the size of the multiplexing node.
- (3) The DC Power Rate as set forth in Section 10.5.1(B)(3) following, applies for the provision of -48V DC protected power required by the CLEC equipment in the multiplexing node. The power is assessed per total number of load amps requested.
- (4) The HVAC rate as set forth in Section 10.5.1(B)(4) following, applies for the provision of HVAC. The rate is assessed per 10 amps of power requested as described in Section 5.1.17(B)(3) preceding.

NETWORK INTERCONNECTION SERVICES5. Collocation (Cont'd)5.1 Physical Collocation (Cont'd)5.1.17 Rates and Charges (Cont'd)(B) Monthly Rates (Cont'd)

- (5) The Cable Rack rate as set forth in Section 10.5.1(B)(5) following, is assessed per fiber optic cable.
- (6) The SAC POT Bay Termination rate as set forth in Section 10.5.1(B)(6) following, applies for the connection of the Telephone Company POT Bay to the Telephone Company equipment location(s). It is assessed upon installation of the terminations. This rate only applies when the Telephone Company provides the POT Bay as described in Section 5.1.7(B)(1) preceding. For Line Sharing/Line Splitting arrangements, two (2) terminations will apply per line.
- (7) The SAC Cable and Frame Termination rate as set forth in Section 10.5.1(B)(7) following, applies for the connection of the Telephone Company cable and frame terminations. It is assessed upon the installation of the terminations and associated cabling. Terminations will connect to a Digital Cross Connect System as determined by the Telephone Company. For Line Sharing/Line Splitting arrangements, two (2) terminations will apply per line.
- (8) The POT Bay Frame rate as set forth in Section 10.5.1(B)(8) following, applies per Bay installed in the common area of the collocation room.
- (9) The Entrance Fiber Structure rate as set forth in Section 10.5.1(B)(9) following, applies to the CLEC fiber optic cable that is placed between the Telephone Company's cable vault entrance manhole (manhole "0") and the cable vault. The rate is assessed per foot, per innerduct.
- (10) The Land and Building Splitter Bay rate as set forth in Section 10.5.1(B)(10) following, applies per arrangement. (C)
(C)
- (11) The Maintenance of Splitter Equipment rate as set forth in Section 10.5.1(B)(11) following, applies per shelf. This rate only applies for Splitter Arrangement Option C.
- (12) The Splitter Administration and Support Charge as set forth in Section 10.5.1(B)(12) following, applies per shelf. This rate applies for Splitter Arrangements Options A and C. (N)
- (13) The Bay/Relay Rack for Splitters rate as set forth in Section 10.5.1(B)(13) following applies per arrangement. (N)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.17 Rates and Charges (Cont'd)(C) Other Charges

- (1) The Escort Service charge as set forth in Section 10.5.1(C)(1) following, is a nonrecurring charge that applies when a CLEC requires escorted access to the Telephone Company premises that is outside the secured access to the multiplexing node.
- (2) Whenever the Telephone Company is required to perform work on a Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in over-current protector size), the Telephone Company will assess an NRC. The charge applies for the first quarter hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The charge is the same as that specified for escort under Section 10.5.1(C)(1) of this tariff. If a CLEC orders a power reduction prior to June 30, 2001, where only a change in the over-current protector size is necessary, the Telephone Company will waive this charge. The CLEC will not be required to pay an NRC to bring its over-current protector size into compliance with Section 5.1.1(D)(2) preceding, if an over-current protector size previously requested as part of a pre-June 30, 2001 power reduction for which the NRC was waived would comply with Section 5.1.1(D)(2) preceding. This charge will also apply when the Telephone Company performs power inspections revealing a violation.
- (3) If the CLEC orders a change in the power configuration requiring new -48V DC power feeds to the Collocation arrangement, the Engineering and Implementation Power Augment Only charge applies as set forth in Section 5.1.17(A)(3) preceding. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different distribution point, the Engineering and Implementation Power Augment only charge applies. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.
- (4) The CLEC Not Ready charge as set forth in Section 10.5.1(C)(1) of this tariff is a nonrecurring charge that applies as described in Section 5.1.10(D) preceding.
- (5) At both the BDFB and the power board, the ampacity of the DC power feed will be sized by the Telephone Company based on the size of the over-current protector selected by the CLEC. If the CLEC requests larger ampacity cables and smaller fuses for new power cables installed on initial or augment applications, the DC Power Cabling and Fusing Charge – New Cables will be applied as specified in Section 10.5.1(A)(10) of this tariff.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.1 Physical Collocation (Cont'd)5.1.17 Rates and Charges (Cont'd)(C) Other Charges (Cont'd)

(6) If the CLEC augments an existing DC power feed configuration as follows, a DC Power Feed Augment NRC will be applied as set forth in Section 10.5.1(A)(11) of this tariff.]

(a) Load Amp Augment - Applies when a CLEC requests an increase or decrease to load amps (i.e. drain size) with no change to the over-current protector size for existing power feeds from the BDFB or the power board. The CLEC will not pay any other charges for this type of augment request (i.e. Augment Application Fees, Engineering and Implementation – Power Augment Only).

(b) Over-Current Protector Augment - Applies when a CLEC requests an increase or decrease to the over-current protector size up to the ampacity of the installed DC power cables from the BDFB or power board (with no change to the power feed distribution position) subject to Section 5.1.1(D)(2) preceding. The NRC is applied per feed. If the CLEC simultaneously requests a Load Amp Augment with an Over-Current Protector Augment, the Load Amp Augment NRC will not be applied. The CLEC will not pay any other charges for this type of augment request (i.e. Augment Application Fees, Engineering and Implementation – Power Augment Only). (N)

(c) Cable Ampacity Augment – Applies when a CLEC requests an increase or a decrease to the ampacity of the cable. The Augment Application fee will apply.]

Effective: May 21, 2004

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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation5.2.1 Service Description

- (A) Under Virtual Collocation, the Telephone Company will install CLEC provided equipment, as described in Sections 5.1.6(H) and (I) preceding, which is dedicated to the exclusive use of the CLEC in a Collocation arrangement. The Telephone Company exercises exclusive physical control over the central office-based transmission equipment that terminates the CLEC's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Telephone Company under the direction of the CLEC. (C)
- (B) Virtual Collocation will be provided by means of splicing the CLEC's fiber optic cable to a Telephone Company fiber at a transition splice point in the central office designated by the Telephone Company or by using other transport such as unbundled Interoffice Facilities ("IOF") leased from the Telephone Company as provided under separate contractual agreement or from a third party.
- (C) The standard Virtual Collocation arrangement may include OC3, OC12 and OC48 equipment interconnected to service/elements at Voice Grade, DS1, DS3 and STS-1 electrical tributaries interconnected at the DSX bays. Also available will be OC3, OC12 and OC48 level optical tributary connections to the Fiber Distribution Frame (FDF). The appropriate number of each type of connection will be set at the time of the original order and installation. This will allow a CLEC to have terminal equipment placed in the central office for the required interconnection to Telephone Company services.
- (D) If the CLEC requests Virtual Collocation of equipment other than the standard virtual arrangement, the CLEC and the Telephone Company will mutually agree upon the type of equipment to be virtually collocated.
- (E) A CLEC must submit a written request to the Telephone Company, if that CLEC wishes to install a prewired frame.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.2 Undertaking of the Telephone Company

- (A) This service is subject to the availability of space and facilities in each central office where Virtual Collocation is requested. The Telephone Company will assign collocation space in accordance with the provisions in Section 5.1.1(H) and (I) preceding. Virtual Collocation is available at other Telephone Company facilities, where technically feasible, for interconnection or access to unbundled elements provided under a separate contractual agreement.
- (B) For Virtual Collocation arrangements established prior to April 26, 2000, the dedicated terminal equipment inside the Telephone Company's central office will be provided by the CLEC and ownership transferred to the Telephone Company for the sum of one dollar (\$1.00). The Telephone Company will own and operate this equipment inside the central office. After successful installation and equipment testing by Telephone Company Engineering, an Asset Transfer Record will be made and both the Telephone Company and the CLEC will sign and retain a copy. A transfer record will also be made for the portion of the Telephone Company owned cable between Manhole zero ("0") and the central office splices specified in Section 5.2.5 following. On April 26, 2000, Telephone Company ownership of the dedicated terminal equipment provided by the CLEC will be converted to an operating lease.

For Virtual Collocation arrangements in effect or established after April 26, 2000, the dedicated terminal equipment inside the Telephone Company's central office will be provided by the CLEC and leased to the Telephone Company for the sum of one dollar (\$1.00). The term of the operating lease will run for the duration of the Virtual Collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment. The Telephone Company will exercise exclusive physical control over this equipment. The cabling between Manhole zero ("0") and the central office splices specified in Section 5.3.2.5 following will be included in the leasing arrangement.

- (C) The Telephone Company is responsible for installing and servicing the equipment that will be dedicated to the CLEC's use at the direction of the CLEC. The CLEC may contract directly with a Telephone Company approved vendor for engineering and installation of the Virtual Collocation arrangement. Access to unbundled elements will be accomplished using distributing frame appearances of this equipment. The CLEC has the responsibility to remotely monitor and control their circuits terminating in the Telephone Company's central office. However, the CLEC will not enter the Telephone Company's central office under Virtual Collocation arrangements. All physical servicing of the equipment will be done by the Telephone Company or its agents.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.2 Undertaking of the Telephone Company (Cont'd)

- (D) The Virtual Collocation arrangement implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Telephone Company premises by business day 40. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority based order. Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC. (C)
- (E) 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 CLEC within eight (8) business days of the results of this review and site survey. (C)
- (F) The Telephone Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Telephone Company and the CLEC 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 CLEC-provided transmission equipment and for training. The Telephone Company will notify the CLEC of issues or unanticipated delays as they become known. The Telephone Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, 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.
- (G) The Telephone Company shall monitor local central office and environmental alarms to support the equipment. The Telephone Company will notify the CLEC if a local office alarm detects an equipment affecting condition. Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. Responses to all equipment servicing needs will be at the CLEC's direction. Maintenance will not be performed without the CLEC's direct instruction and authorization.
- (H) 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 CLEC at the number provided and service the equipment as instructed and directed by the CLEC.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.3 Obligations of the CLEC

- (A) When a CLEC 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 CLEC, the CLEC 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, as set forth in (B) following.
- (B) The CLEC 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 CLEC. The CLEC shall also pay for the Telephone Company technicians' time subject to the rates set forth in Section 10.5.2(C)(2) following. When travel is required, travel expenses associated with training will be charged to the CLEC 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 CLEC also has the option of arranging and paying for all travel expenses for Telephone Company technicians directly.
- (C) When the CLEC isolates a trouble and determines that a Telephone Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the Telephone Company. The CLEC shall provide standard trouble information, including the Virtual Collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLEC's technician/contact.
- (D) Once the CLEC has established a Virtual Collocation arrangement, changes to the existing configuration, including but not limited to, growing, upgrading, and/or reconfiguring the current equipment are considered rearrangements to that Virtual Collocation arrangement. If the CLEC decides to rearrange an existing Virtual Collocation arrangement, the CLEC must submit a new application outlining the details of the rearrangement. The CLEC must also submit an Application Fee as set forth in Section 10.5.2(A)(1) following at the time of its application. The Telephone Company shall charge the CLEC for all costs incurred in providing the Virtual Collocation arrangement, including, but not limited to, the Telephone Company's planning, engineering and installation time as set forth in Section 10.5.2 following.
- (E) Any and all expenses associated with placing the CLEC's fiber in Manhole "0", including license fees, shall be the responsibility of the CLEC.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.4 Splitter Arrangement

- (A) Splitters must be installed and connected in the CLEC's Virtual Collocation arrangement before a CLEC submits an order for a Line Sharing/Line Splitting arrangement. When augmenting an existing Collocation arrangement for Line Sharing/Line Splitting, the cable and splitter arrangement implementation interval is forty-five (45) business days as described in Section 5.1.4(C) preceding.
- (1) The splitter may be installed as part of an initial or subsequent Virtual Collocation application. When the splitter is to be installed as part of an initial Virtual Collocation implementation, the splitter installation may be ordered as part of the initial Virtual Collocation application. When a new splitter is to be installed as part of an existing Virtual Collocation arrangement, the splitter installation may be ordered through an augment application at rates described in Section 5.2.10 (A) following. Depending upon the CLEC's equipment configuration, the splitter may be installed in a relay rack as described in Section 5.1.3(A) preceding.
 - (2) The Telephone Company will inventory and maintain the CLEC-provided splitter in Telephone Company space within the same serving end office as the Virtual Collocation arrangement. The splitter must be ANSI T1.413 or MVL compliant and comply with the Technical Specifications specified in Section 5.2.6 following.
 - (3) At the option of the CLEC, installation of the splitter may be performed by the Telephone Company or by a Telephone Company approved vendor designated by the CLEC.
 - (4) The Telephone Company will control the splitter and will direct any required activity. The Telephone Company will perform all work required in this option.
 - (5) The Telephone Company will provide a splitter inventory to the CLEC upon completion of the splitter installation.
 - (6) Cabling will be installed with the splitter as part of the Virtual Collocation augment. The terms and conditions specified in Section 5.2 will apply.

5.2.5 Deployment Requirements

- (A) Outside Plant refers to the fiber facilities outside of and leading up to the Telephone Company central office's Manhole "0". All the CLEC's entrance facilities and splices must comply with Bellcore Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), 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's services and facilities. 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

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.5 Deployment Requirements (Cont'd)

(A) (Cont'd)

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

- (B) If the CLEC is providing its own transport fiber for this Virtual Collocation arrangement, the CLEC will arrange placement of the fiber into Manhole "0" with enough length (as designated by the Telephone Company) to reach the transition splice point, either an Alternate Splice Area ("ASA") or other splice enclosure to be determined by the Telephone Company at its sole discretion where it will be spliced to Telephone Company-provided fire retardant cable. The Telephone Company will be responsible to pull the fiber into and through the Cable Entrance Facility (i.e., vault) to the splice point, and will provide and mount the appropriate splice enclosure or shelf. All installations into the Cable Entrance Facility are performed by Telephone Company personnel.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.5 Deployment Requirements (Cont'd)

- (C) The physical point of interface for connection to the Virtual Arrangement shall be defined as Manhole "0". From this manhole into the central office, the Telephone Company shall maintain the fiber. From this manhole toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities ("IOF") as transport provided under separate contractual agreements, the CLEC entrance fiber is not required.

5.2.6 Equipment

- (A) All equipment to be installed in Telephone Company central offices must fully comply with the Bellcore Network Equipment Building System ("NEBS") Generic Equipment Requirements (documented in GR-000063-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE) and the Telephone Company's central office environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the Telephone Company's Digital Environmental Requirements (NIP 74165), as they relate to fire, safety, health, environmental, and network safeguards. It is the CLEC's responsibility to demonstrate and provide to the Telephone Company adequate documentation from an accredited source certifying compliance.
- (B) CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in the Telephone Company's NEBS requirements RNSA-NEB-95-003, Revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Telephone Company's RNSA-NEB-95-003, Revision 8 or higher.
- (C) In addition, the CLEC may install equipment identified as widely deployed by the Telephone Company for five (5) years or more with a proven safety record.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.6 Equipment (Cont'd)

- (D) The CLEC shall provide the shop-wired piece of transmission equipment fully pre-equipped with working plug-ins/cards. In addition, the CLEC 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 CLEC, 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 CLEC provides an inadequate supply of plug-ins/cards. In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.
- (E) The CLEC shall also provide a rack-mountable spare plug-in/card cabinet(s), to the Telephone Company's specification, to house the 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.
- (F) The Telephone Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in/card cabinet. These spares must be tested by the CLEC prior to delivery to the Telephone Company.
- (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). The Telephone Company will provide 90 days' notice of the change unless it is due to an emergency which renders notice impossible.
- (H) 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 CLEC-dedicated plug-in/card storage cabinet. The CLEC will be notified as the plug-in/card is replaced. The CLEC 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.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.7 Cancellation of Virtual Collocation Arrangement

The Telephone Company may discontinue service or cancel an application for a Virtual Collocation arrangement without incurring any liability for any of the following reasons:

- (A) Upon non-payment of any sum owing to the Telephone Company for more than thirty (30) days beyond the date of rendition of the bill for the Virtual Collocation arrangement or upon violation of any terms or conditions governing the furnishing of the Arrangement under this section, the Telephone Company may, on thirty (30) days advance notice in writing to the CLEC, without incurring any liability, discontinue the furnishing of any new or existing Virtual Collocation arrangements;
- (B) Without notice, in the event of a violation of any regulation governing the Virtual Collocation arrangement under this section that causes harm to the Telephone Company's network;
- (C) Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the Virtual Collocation arrangement; or
- (D) The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- (E) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the Virtual Collocation arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

5.2.8 Disputed Amounts

If the Telephone Company and the CLEC are unable to resolve issues related to the Disputed Amounts as described in Section 2.4.1(B)(2)(c) preceding within forty-five (45) days from the first day of the dispute, then the Dispute Resolution Procedures set forth in Section 5.5.7 following will apply.

5.2.9 Regulations

- (A) A CLEC provides fiber-optic facilities through Telephone Company entrance manholes for connection to the CLEC virtually collocated transmission equipment that provides interconnection to Telephone Company facilities located in those Telephone Company central offices/wire centers as specified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. Virtual Collocation at other Telephone Company facilities is available where technically feasible and where necessary for access to unbundled elements or interconnection. A CLEC must submit a written request to the Telephone Company if that CLEC wishes to collocate at facilities other than a central office/wire center.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.9 Regulations (Cont'd)

- (B) This service will be offered on a first come, first served basis. This service is subject to the availability of space and facilities in each central office where Virtual Collocation is requested. The Telephone Company will require an application fee as set forth in Section 10.5.2(A)(1) following per Virtual Collocation request, per central office or other Telephone Company location where the CLEC requests to establish Virtual Collocation.
- (C) (Reserved for future use)
- (D) (Reserved for future use)
- (E) All CLEC entrance facilities and splices must fully comply with the requirements set forth in Section 5.2.5(A) preceding.
- (F) The Telephone Company will handle installation and trouble resolution activities for CLEC-designated equipment in the same manner as it performs similar functions for comparable Telephone Company equipment. Costs for training Telephone Company technicians will be assessed upon CLECs when they specify equipment that the Telephone Company does not use in its network or has not deployed in the specified central office requested. Also, any special tools or electronic test sets that the Telephone Company does not have at this location(s) must be provided by the CLEC 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 CLEC must provide secondary training. The charge for the initial and upgrade training requirements is set forth in Section 10.5.2(C)(1) following.
- (G) The CLEC shall provide, own, and operate the terminal equipment at their site outside the Telephone Company's central office.

For Virtual Collocation arrangements established prior to April 26, 2000, the dedicated terminal equipment inside the central office shall be provided by the CLEC and ownership transferred to the Telephone Company for the sum of one dollar (\$1.00), after successful installation and equipment testing by Telephone Company Engineering. The Telephone Company will install, own and operate this equipment inside the central office. On April 26, 2000, Telephone Company ownership of the equipment provided by the CLEC will be converted to an operating lease.

For Virtual Collocation arrangements in effect or established after April 26, 2000, the dedicated terminal equipment inside the central office shall be provided by the CLEC and leased to the Telephone Company for the sum of one dollar (\$1.00), after successful installation and equipment testing by Telephone Company Engineering. The term of the operating lease will run for the duration of the Virtual Collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment inside the central office. The Telephone Company will install, operate and maintain exclusive control over this equipment inside the central office.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.9 Regulations (Cont'd)

- (H) The Telephone Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Telephone Company, provision of service to the CLEC may in any way interfere with or adversely affect the Telephone Company's network or its ability to service other CLECs. This shall include, but not be limited to, splicing the CLEC-owned portion of the cable to another Telephone Company fiber optic cable.
- (I) All elements/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 of unbundled elements shall be done by the CLEC as each unbundled element is ordered. This assignment information shall be submitted with each unbundled element order.
- (J) In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.
- (K) A clear distinction must be made by the CLEC when submitting reports of troubles on the Telephone Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Telephone Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment and is subject to the rates set forth in Section 10.5.2(C)(2) following.
- (L) CLECs who require a connection to Telephone Company optical services or elements will be provided an optical path from the Fiber Distribution Frame (FDF). These services/elements will be cross-connected at the FDF using a transmit and receive fiber. This connection may not be purchased by the CLEC without direct association to an offered service or element, within the terms and conditions of that element.
- (M) A CLEC failing to pay the rates and charges associated with the Virtual Collocation arrangement is subject to suspension or termination of service for nonpayment, subject to the Dispute Resolution Procedures described in Section 5.5.7 following. Late payments shall be subject to a monthly late charge if payment is not received by the due date. The late charge will be as set forth in Section 2.4.1(B) preceding.
- (N) If the CLEC cancels or withdraws its request for a Virtual Collocation arrangement prior to turn-up, the CLEC will be liable 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.
- (O) The Telephone Company will commence billing for the Virtual Collocation arrangement (e.g., nonrecurring and recurring rates for entry fiber, power, etc., as set forth in Section 10.5 following) upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLEC to utilize the completed Virtual Collocation arrangement will not impair the right of the Telephone Company to commence billing.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.9 Regulations (Cont'd)

- (P) Completed applications for Virtual Collocation must be sent directly to the Telephone Company Collocation Project Manager at the following address:
- Collocation Project Manager
Bell Atlantic
125 High Street
Room 1134
Boston, MA 02110
Fax: (617) 342-8515
Email at: collocation.applications@bellatlantic.com

5.2.10 Rates and Charges

The basic components of the rate structure are as follows:

(A) Nonrecurring Charges

- (1) An Application Fee, as set forth in Section 10.5.2(A)(1) following, is required to be submitted by the CLEC with its application. This fee applies for all new Virtual Collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Telephone Company's performance of an initial site visit and an engineering evaluation. For subsequent requests for splitter arrangements, the Collocation Augment Application Fee as set forth in 10.5.1(A)(2) following will apply. The fee applies per request, per central office where the CLEC requests an arrangement.

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

- (2) An Engineering and Implementation Fee, as set forth in Section 10.5.2(A)(2) 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 CLEC-specified equipment on a case-by-case basis.
- Cabling Plus Equipment: Applies for all requests for Virtual Collocation equipment installations and associated cabling.
 - Cabling Only: Applies for subsequent requests for additional cabling, except splitter augments. For subsequent requests for a splitter augment, the Additional Cabling Only charge described in Section 5.1.17(A)(3) will apply.
- (3) All other vendor costs associated with Virtual Collocation equipment installation will be passed on to the CLEC on a dollar-for-dollar basis ("vendor pass through") as set forth in Section 10.5.2(A)(3) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.10 Rates and Charges (Cont'd)(A) Nonrecurring Charges (Cont'd)

- (4) The Interconnection Access Charge (IAC) as set forth in Section 10.5.2(A)(4) following, provides for the cost of engineering, furnishing, and installing the cabling between the collocated equipment and the Telephone Company's distribution/cross connect frames. This charge will be applied at the time of equipment installation. This charge only applies when the Telephone Company installs the cabling and equipment. If a non-standard arrangement requires special cabling or equipment, this charge will be determined on a case-by-case basis.
- (5) The Entrance Fiber charge as set forth in Section 10.5.2(A)(5) following, provides for pulling the fiber from Manhole "0" to the splice point and performing the splice to Telephone Company provided Optical Fiber Non-metallic Riser-rated (OFNR) type cable. The Entrance Fiber charge is applied per cable installed.
- (6) The Splitter Installation charge as set forth in Section 10.5.2(A)(6) following, is a nonrecurring charge that is for the engineering, and installation of the CLEC-provided splitter. The charge is assessed per shelf. This charge only applies when the Telephone Company installs the splitter.

(B) Monthly Rates

- (1) When the CLEC's transport fiber is utilized, an Entrance Fiber rate as set forth in Section 10.5.2(B)(1) following, shall apply for providing and servicing the OFNR type fibers and associated FDF frame termination. This includes the support service for the CLEC-provided, Telephone Company-owned outside plant cable from Manhole "0". It is assessed per cable. It also includes providing the splice enclosure.
- (2) The IAC rate as set forth in Section 10.5.2(B)(2) following, applies for the ongoing support of the cable terminations on the Telephone Company's racks. It is assessed upon installation of the terminations and associated cabling. Terminations will connect to a Digital Cross Connect System only in the event that it is the only option available in a particular central office as determined by the Telephone Company. For Line Sharing/Line Splitting arrangements, two (2) terminations will apply.
- (3) The DC Power Rate as set forth in Section 10.5.2(B)(3) following, applies for the provision of -48V DC protected power required by the CLEC's equipment. It is assessed per total number of load amps requested.
- (4) The HVAC rate will apply as described in Section 5.1.17(B)(4) preceding, and the rates are set forth in Section 10.5.2(B)(4) following.

(C)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.10 Rates and Charges (Cont'd)(B) Monthly Rates (Cont'd)

- (5) The Land and Buildings rate as set forth in Section 10.5.2(B)(5) following, provides for floor space needed to support equipment, racking and/or spare cabinets. It is assessed per 1/4 rack or fraction thereof. The cabinet should be provided by the CLEC per the Telephone Company's specification. 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 CLEC.
- (6) A Relay Rack rate as set forth in Section 10.5.2(B)(6) following, applies for the support of the Virtual Collocation equipment. It is assessed per 1/4 rack or fraction thereof.
- (7) A Splitter Support rate as set forth in Section 10.5.2(B)(7) following, applies per shelf. This rate only applies for splitters deployed in a separate relay rack as part of the Virtual Collocation arrangement.
- (8) The Maintenance of Splitter Equipment rate as set forth in Section 10.5.2(B)(8) following, applies per shelf.

(C) Other Charges

The following are other miscellaneous charges that will be applied on a per occurrence basis.

- (1) Training Charges as set forth in Section 10.5.2(C)(1) following, will be assessed for training the Telephone Company's technicians to service CLEC specified equipment not used by the Telephone Company in the specified central office. Charges will cover all costs incurred by the Telephone Company and the technicians, including training fees, materials, airfare, lodging, meals and technician work time as loaded salary costs for lost productivity.
- (2) Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Telephone Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC. The technician's time spent servicing the Virtual Collocation arrangement at the CLEC's direction will be billed to the CLEC per occurrence as set forth in Section 10.5.2(C)(2) following.

NETWORK INTERCONNECTION SERVICES5. Collocation (Cont'd)5.2 Virtual Collocation (Cont'd)5.2.10 Rates and Charges (Cont'd)(B) Monthly Rates (Cont'd)

- (5) The Land and Buildings rate as set forth in Section 10.5.2(B)(5) following, provides for floor space needed to support equipment, racking and/or spare cabinets. It is assessed per 1/4 rack or fraction thereof. The cabinet should be provided by the CLEC per the Telephone Company's specification. 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 CLEC.
- (6) A Relay Rack rate as set forth in Section 10.5.2(B)(6) following, applies for the support of the Virtual Collocation equipment. It is assessed per 1/4 rack or fraction thereof.
- (7) A Land and Building Splitter Bay rate as set forth in Section 10.5.2(B)(7) following, applies per arrangement. This rate only applies for splitters deployed in a separate relay rack as part of the Virtual Collocation arrangement. (C)
- (8) The Maintenance of Splitter Equipment rate as set forth in Section 10.5.2(B)(8) following, applies per shelf. (C)
- (9) The Splitter Administrative and Support rate as set forth in Section 10.5.2(B)(9) following applies per shelf. This rate only applies for splitter arrangements deployed under Option C. (N)
- (10) The Bay/Relay Rack for Splitters rate as set forth in Section 10.5.2(B)(10) following applies per arrangement. (N)

(C) Other Charges

The following are other miscellaneous charges that will be applied on a per occurrence basis.

- (1) Training Charges as set forth in Section 10.5.2(C)(1) following, will be assessed for training the Telephone Company's technicians to service CLEC specified equipment not used by the Telephone Company in the specified central office. Charges will cover all costs incurred by the Telephone Company and the technicians, including training fees, materials, airfare, lodging, meals and technician work time as loaded salary costs for lost productivity.
- (2) Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Telephone Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC. The technician's time spent servicing the Virtual Collocation arrangement at the CLEC's direction will be billed to the CLEC per occurrence as set forth in Section 10.5.2(C)(2) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation5.3.1 Service Description

- (A) Microwave Collocation provides for the interconnection of Telephone Company-provided facilities, equipment and support structures located in, on or above the exterior walls and roof of those Telephone Company central offices/wire centers as specified in National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4. Microwave Collocation is available on a first-come first-served basis where technically feasible.
- (B) The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Telephone Company facilities through the collocation arrangement. In the event special work must be done by the Telephone Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the CLEC will be billed on a time and materials basis for the costs incurred.
- (C) The collocation of microwave interconnection-provided facilities and equipment shall also be governed by terms and conditions specified in Section 5.1 preceding and Section 5.5 following.

5.3.2 Deployment Requirements

- (A) All CLEC microwave equipment to be installed in or on the exterior of the Telephone Company central offices must be on the Telephone Company's list of approved products, or equipment that is demonstrated as complying with the Technical Specifications specified in Section 5.3.6 following.

For those interconnecting via microwave facilities, 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.

- (B) Prior to installation of the CLEC's facilities or transmission equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.
- (C) The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment:
 - 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 and any required grounding.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)5.3.2 Deployment Requirements (Cont'd)

- (D) Where the CLEC intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld. The CLEC 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.
- (E) The CLEC 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 CLEC. When building penetration is performed by the Telephone Company, charges will be assessed on an individual case basis.
- (F) Any CLEC'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 CLEC.

5.3.3 Deployment of Microwave Facilities Specifically

- (A) At the option of the Telephone Company, the antenna support structure shall be built, owned and maintained by either the Telephone Company or by the CLEC. The Telephone Company reserves the right to use existing support structures for a CLEC'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 CLEC 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 CLEC is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)5.3.3 Deployment of Microwave Facilities Specifically (Cont'd)

- (B) The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for Microwave Interconnection on a first-come first-served basis. The owner of the support structure may charge CLECs 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 the 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. 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.
- (C) 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 and the Telephone Company may assess Microwave CLECs monthly recurring charges for use of its roof space. At the time a CLEC (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that CLEC to obtain, at their cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antenna(s).
- (D) When a CLEC 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 determine the charge on an individual case basis. In the event that a CLEC 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.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)5.3.3 Deployment of Microwave Facilities Specifically (Cont'd)

- (E) 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 Physical or Virtual Collocation arrangement 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 installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

5.3.4 Roof Space Requirements

- (A) The Telephone Company will designate the space in, on or above the exterior walls and roof of the central office which will constitute the roof space or transmitter/receiver space. The Telephone Company may require the CLEC's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. The Telephone Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.

5.3.5 Security Measures

- (A) The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have access to the areas where the CLEC's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, the Telephone Company will provide access on a per event basis. The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.
- (B) When a CLEC is escorted by a qualified Telephone Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the charges set forth in Section 10.5.1 following will apply.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)5.3.6 Technical Specifications

- (A) The CLEC must also comply with Telephone Company Technical Specifications for Microwave Collocation Interconnection (NIP 74171) and the Telephone Company's Digital Switch Environmental Requirements (NIP 74165), as they relate to fire, safety, health, environmental, and network safeguards, and ensure that CLEC provided equipment and installation activities do not act as a hindrance to Telephone Company services or facilities. The CLEC's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority.
- (B) CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in the Telephone Company's NEBS requirements RNSA-NEB-95-003, Revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Telephone Company's RNSA-NEB-95-003 Revision 8 or higher.
- (C) In addition, the CLEC may install equipment identified as widely deployed by the Telephone Company for five (5) years or more with a proven safety record.
- (D) CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of the Telephone Company's Technical Specification 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 CLEC microwave facilities must comply with Bellcore Specifications Regarding Microwave and Radio-Based Transmission and Equipment, Cable Entrance Facility (CEF) and Building Planning Provision (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421); and the Telephone Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interferences with Telephone Company services or facilities.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)5.3.6 Technical Specifications (Cont'd)

- (F) The equipment located in, on or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or fully comply with the Bellcore Network Equipment Building System (NEBS) Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE) and the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also comply with the Telephone Company's Information Standards for Central Office Installation and Removal Procedures (NIP-74160), Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with Telephone Company service or facilities.
- (G) Where a difference may exist in the specifications set forth in (A) through (F) preceding, the more stringent shall apply.
- (H) 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). The Telephone Company will provide 90 days' notice of the change unless it is due to an emergency which renders notice impossible.
- (I) 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 CLEC in all cases.
- (J) 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 CLEC.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)5.3.6 Technical Specifications (Cont'd)

- (K) 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 CLEC or if applicable, the Telephone Company, shall have the complete structure, including guys and supports, inspected every two (2) years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. 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.
- (L) The CLEC 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 CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC also agrees to take all necessary corrective action.

5.3.7 Rates and Charges

The CLEC is subject to recurring rates for use of Telephone Company owned space and facilities and for the provisioning of CLEC provided facilities within the central office. The rates and charges for Microwave Collocation are set forth in Section 10.5.1 following.

Monthly rates are applicable to each Microwave CLEC for the space (generally on the central office roof) associated with Telephone Company or CLEC owned antenna support structures. The rate is calculated using the rate per square foot as specified in Section 10.5.1(B)(2) following, multiplied by the square footage of the foot print, which resultant is multiplied by the CLEC's relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of the CLEC'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 CLEC. 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 5.3.3(B) preceding.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.3. Additional Regulations Specific to Microwave Collocation (Cont'd)

5.3.7 Rates and Charges (Cont'd)

The Cable Rack rate as set forth in Section 10.5.1(B)(5) following, is assessed per month, per coaxial cable or waveguide cable between the multiplexing node and the microwave antenna and/or transmitter receiver space.

The Entrance Fiber Structure rate as set forth in Section 10.5.1(B)(9) following, applies to the CLEC cables and/or waveguide when it passes through the Telephone Company central office cable vault. The rate is assessed per month, per foot, per innerduct.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces5.4.1 Dedicated Transit Service (DTS)(A) Service Description

The Telephone Company will permit interconnection between CLECs through Dedicated Transit Service (DTS). DTS provides a dedicated electrical or optical path between Collocation arrangements (Physical and Virtual) of the same or of two different CLECs in the same Telephone Company central office location, using Telephone Company provided distribution facilities. This service is only available when both Collocation arrangements, either Physical and/or Virtual, are within the same central office locations provided that the collocated equipment is also used for interconnection with the Telephone Company or for access to unbundled network elements. DTS is available for voice grade, DS1, DS3/STS1 and dark fiber cross connects. In addition, the Telephone Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLEC. The ordering CLEC is responsible for all ordering, provisioning, bill payment, disconnect orders and maintenance transactions and is the customer of record. The CLEC ordering DTS must provide a Letter of Agency (LOA) from the CLEC it is connecting to.

] (C)]

DTS also allows for one CLEC to connect two of its own Virtual Collocation arrangements in the same Telephone Company premises (Virtual Collocation Cascading Arrangement).

The Telephone Company will offer DTS to requesting CLECs as long as such access is technically feasible.

(B) Regulations

- (1) The Telephone Company shall provide such DTS connections from the CLEC's Collocation arrangement to another Collocation arrangement of the same CLEC within the same Telephone Company premises, or to a Collocation arrangement of another CLEC in the same Telephone Company premises.
- (2) The DTS arrangement requires CLEC "A" to provide cable assignment information for itself and CLEC "B". The Telephone Company will not make cable assignments for DTS.
- (3) DTS is provided at the same transmission level from CLEC "A" to CLEC "B".
- (4) DTS is provided on a negotiated interval.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces (Cont'd)5.4.1 Dedicated Transit Service (DTS) (Cont'd)(C) Rates and Charges

The basic components of the rate structure are as follows:

(1) Nonrecurring Charges

Nonrecurring charges are required to recover costs for expenses associated with: (1) circuit provisioning and (2) service order charge. The Circuit Provisioning Charge includes the costs for circuit engineering, circuit wiring and turn-up, etc. The Service Order Charge includes the costs for order placement and issuance provided by the Telephone Company. The Service Order Charge applies per DTS service order request. Provisioning charges apply per DS1, DS3/STS1, dark fiber and lit fiber cross connects. The Manual Intervention Surcharge applies when the mechanized interface is not used to place the order. Expedited nonrecurring charges apply when intervals shorter than those negotiated are requested or if the CLEC requests that the work be done outside the normal scheduled work hours. These nonrecurring charges are set forth in Section 10.5.3 following.

] (C)]

(2) Recurring Charges

Each DTS service will have one transmission-level-specific recurring rate element applied per Physical Collocation arrangement and/or Virtual Collocation arrangement.

The appropriate SAC as set forth in Section 10.5.1 following and/or the appropriate IAC as set forth in Section 10.5.2 following will also apply.

5.4.2 Dedicated Cable Support (DCS)

THIS SERVICE IS ONLY FURNISHED TO CLECS WITH EXISTING DCS ARRANGEMENTS. ADDITIONS, REARRANGEMENTS AND MOVES ARE NOT PERMITTED.

(A) Service Description

The Telephone Company will permit CLECs that are physically collocated within the same serving wire center to provision upon request, the cabling and racking necessary to interconnect.

(B) Regulations

(1) CLECs must establish a physical collocation arrangement. CLEC collocated equipment must be used for interconnection with Telephone Company or access to Telephone Company unbundled network elements.

(2) The CLEC is responsible for the installation and maintenance of all cabling and connections between the collocation arrangements. The CLEC is responsible for contracting directly with a Telephone Company approved vendor. The vendor used to provision DCS must be on the Telephone Company's list of approved vendors. A CLEC may request that a qualified vendor be added to the Telephone Company's list pending approval.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces (Cont'd)5.4.2 Dedicated Cable Support (DCS)(B) Regulations (Cont'd)

- (3) DCS may be provided to support VG/DS0, DS1, DS3 and fiber optic cables. Fiber jumpers will be permitted, as approved by the Telephone Company on a temporary basis, subject to removal within sixty (60) days of installation.
- (4) Fiber splicing within DCS will be considered on a case by case basis subject to approval by the Telephone Company.
- (5) DCS may be shared by multiple CLECs. Subsequent requests for DCS by other CLECs may connect to the common DCS structure.
- (6) The CLEC must adhere to Telephone Company practices and safety requirements for central office cabling (GR-409-CORE and National Electrical Code) as they relate to fire, safety, health and environmental safeguards.
- (7) The provisioning of DCS will be under the direct supervision of the Telephone Company and must meet the Telephone Company's specifications. The Telephone Company will designate locations for placement of DCS where technically feasible and based upon space availability.
- (8) DCS will be available pursuant to space availability within the serving wire center. Requests for cable racks to support DCS will be processed on a first-come first-served basis.
- (9) Collocation dispute resolution procedures will apply as situations warrant as set forth in Section 5.5.7. following.
- (10) Prior to beginning any delivery, installation, replacement, or removal work for DCS or cabling between collocation arrangements, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposal scheduling the work. Methods of Procedures (MOP) will be mutually agreed to and signed by the participating CLECs and the Telephone Company.
- (11) The Telephone Company is not responsible for any damage or harm to the CLEC or other customer's equipment, facilities, or personnel resulting from this activity. The CLEC is responsible for any damage or harm to the Telephone Company or Telephone Company customer equipment, facilities or personnel resulting from this activity.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces (Cont'd)5.4.2 Dedicated Cable Support (DCS)(B) Regulations (Cont'd)

(12) If the CLEC vacates the collocation and/or DCS arrangement, is the only CLEC to provision a DCS arrangement, and such space is immediately needed for other purposes, the CLEC requesting such arrangement is responsible to restore the space to its original condition. If the CLEC fails to restore the space to its original condition, the Telephone Company reserves the right to restore the space to its original condition and the CLEC will be responsible to reimburse the Telephone Company for all costs.

(13) When multiple CLECs occupy more than one collocation node, roof space, transmitter/receiver space or cable vault location within the same serving wire center, the CLECs may interconnect their collocated equipment contained in such spaces. At these locations, the CLEC originating the request (the Customer of Record) will be responsible for supplying, installing and maintaining the cabling between the different space locations.

(C) Rates and Charges

The basic components of the rate structure are as follows:

(1) Nonrecurring Charges

Nonrecurring charges are required to recover costs for expenses associated with the Telephone Company engineering time for each request for DCS if the request is subsequent to the CLEC's initial application for a multiplexing node. The engineering rates specified in Section 10.5.3(B)(1) following will apply. The CLEC is responsible for all material, installation and engineering costs for the cabling and racking.

(2) Recurring Charges

There is no recurring rate associated with DCS.

5.4.3 Common Racking(A) Service Description

In addition to DCS, the Telephone Company will permit CLECs to utilize existing cable support within a common physical collocation room. This service is limited to the cable support racking implemented during the initial room construction of the collocation area or any subsequent expansion of the collocation area.

(B) Regulations

(1) CLECs must establish a physical collocation arrangement. All CLEC collocated equipment must be used for interconnection with the Telephone Company or access to Telephone Company unbundled network elements.

(2) CLECs wishing to directly connect must be located within the same physical collocation common area in the central office, and the connecting transmission facilities must not be placed outside this common area.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces (Cont'd)5.4.3 Common Racking (Cont'd)(B) Regulations (Cont'd)

- (3) The CLEC must request such connections through a collocation application submitted to Telephone Company Collocation Project Manager to request utilizing common racking in the common physical collocation area.
- (4) Prior to beginning any delivery, installation, replacement, or removal work for cabling between collocation arrangements, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposal scheduling the work. Methods of Procedures (MOP) will be mutually agreed to and signed by the participating CLECs and the Telephone Company. CLECs may not run cable using common racking without Telephone Company approval.
- (5) Telephone Company practices call for the segregation of cable racks by type, i.e., power, electrical cable, fiber optic cable. When using Telephone Company racks, CLECs must adhere to this practice by using the common racking only when the cabling for interconnection between cages coincides with that which the racking has been designated to support. Accordingly, fiber optic cables may not be placed on cable racks supporting electrical transmission cables (e.g., VG/DS0, DS1, DS3).

Spectrum management is the process that is used to assure that communication signals are not interfered with by other signals to such an extent that signal quality is degraded beyond an acceptable level. The following requirements are designed to prevent interference with signals on cables bearing in-service telecommunications traffic.

- Each CLEC requesting use of Telephone Company central office common cable racks for the placement of communications cable(s) to interconnect communications equipment shall be responsible for informing the Telephone Company of the type and power level of the signals that will be carried by the cable(s).
 - After consulting with the Telephone Company, the CLEC will be required to determine the type of cable necessary to prevent interference from the CLEC signals and notify the Telephone Company of its cable selection.
 - The CLEC causing the interference shall immediately cure the interference problem by ceasing transmission of the interfering signals.
- (6) Collocation dispute procedures will apply as situations warrant as set forth in Section 5.5.7 following.
 - (7) The Telephone Company will survey the common area to determine whether or not the existing common racking will meet the needs of the CLEC request.
 - (8) The CLEC is responsible for the installation and maintenance of all cabling and connections between the collocation arrangements.
 - (9) All fiber splicing must be done within the cage enclosure or CLEC equipment bay. There will be no fiber splicing or placement of splitters on common racks

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces (Cont'd)5.4.3 Common Racking (Cont'd)(B) Regulations (Cont'd)

- (10) The CLEC must adhere to Telephone Company practices and safety requirements for central office cabling (GR-409-CORE and National Electrical Code) as they relate to fire, safety, health and environmental safeguards.
- (11) All CLECs must clearly label their cabling making sure to indicate the number of feet being run between cages. (Applies to cable run on common racking only.)
- (12) CLEC access to common racking will be available pursuant to space availability within the rack. Forecasted demand for CLEC interconnection to the Telephone Company will be taken into consideration when determining if sufficient space is available for shared use of any common racking. Requests for access to common racking will be processed on a first-come first-served basis.
- (13) The Telephone Company is not responsible for any damage or harm to the CLEC or other customer's equipment, facilities, or personnel resulting from this activity. The CLEC is responsible for any damage or harm to the Telephone Company or Telephone Company customer equipment, facilities or personnel resulting from this activity.
- (14) Unless otherwise directed by the Telephone Company, the CLEC is responsible for the removal of its cable from the common racking in the event that it vacates the collocation arrangement. If the CLEC fails to remove such cable, the Telephone Company reserves the right to remove it and the CLEC will be responsible to reimburse the Telephone Company for all costs.
- (15) For billing purposes, only the CLEC originating the request will be the customer of record (COR). (The Telephone Company will bill the COR as described in Section 5.4.3(C) following.)
- (16) A MOP (Methods of Procedure) meeting must be conducted prior to installation of the cabling. The schedule of all installations shall be agreed to at this meeting.
- (17) The Telephone Company will not be responsible for any inventory of cabling in the common racking other than visual inspections, ensuring proper identification and tagging of all cables between the collocated spaces of CLECs.
- (18) Access for additional racking necessary to get any mutually agreed to common racking (DCS) will be at the sole expense of the CLEC requesting such arrangements. The CLEC is responsible for contracting directly with a Telephone Company approved vendor for such activity.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.4 Interconnection Between Collocation Spaces (Cont'd)5.4.3 Common Racking (Cont'd)(B) Regulations (Cont'd)

- (19) Any cables on any common racking not conforming to the terms herein will be in violation of this provision and subject to removal at CLEC expense. Except as set forth in Section 5.4.3(B)(5) preceding, the Telephone Company will provide the CLEC with written notice of any such violation and the CLEC shall have 30 days to remedy the violation and perform any corrective actions, as long as such violation poses no immediate threat or hazard to the safety of employees, or the integrity of the network, or impairs service over any facilities of the Telephone Company or another CLEC.

(C) Rates and Charges

The basic components of the rate structure are as follows:

(1) Nonrecurring Charges

Nonrecurring charges are required to recover costs for expenses associated with the Telephone Company engineering time for each request for common racking if the request is subsequent to the CLEC's initial application for a physical collocation arrangement. The engineering rates specified in Section 10.5.3(C)(2) following will apply. The CLEC is responsible for all material, installation and engineering costs for the cabling and racking.

(2) Recurring Charges

The Cable Rack rate will apply as described in Section 5.1.17(B)(5) preceding, and rates are set forth in Section 10.5.3(C)(1) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation5.5.1 Forecasting and Use of Data(A) Forecast Requests

- (1) The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLECs will be required to update the near-term (6-month) forecasted application dates.
- (2) Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

] (N)]

(B) Use of Forecasting Data

- (1) The Telephone Company will provide the CLECs with aggregated forecasting data. This information will include the central offices requested, the number of virtual and physical applications for each central office, and any previously known space constraints.
- (2) In addition, the Telephone Company will:
 - perform initial reviews of requested central offices forecasted for the next six (6) months to identify potential problem sites.
 - consider forecasts in staffing decisions,
 - enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.1 Forecasting and Use of Data (Cont'd)(B) Use of Forecasting Data (Cont'd)

- (3) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows: (C)
- No forecast: Interval Start Date commences 2 months after application receipt date.]
 - Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date. (C)
 - Forecast received greater than 1 month and less than 2 months prior to application receipt date: Interval Start Date commences 1 month after application receipt date.
 - Forecast received 2 months or more prior to application receipt date: Interval start date commences on the application receipt date.]
- (4) If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned.
- (5) If the Telephone Company commits to condition space based on forecasts, CLECs assigned space will give the Telephone Company a non-refundable deposit equal to the application fee.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.2 Collocation Capacity(A) Telephone Company Capacity

- (1) The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Telephone Company and the CLEC fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options. (C)
- (2) If the Telephone Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described in Section 5.5.2.(A) will be held accountable for the accuracy of their forecasts. (C)

(B) Vendor Capacity

- (1) The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards. (C)
- (2) CLECs may also contract with Telephone Company approved vendors directly for a variety of the functions required, as set forth following:
 - For Physical Collocation, CLECs can contract directly for cage construction, electrical outlets, lighting, ground bar and POT bay installation in their cages.
 - For Virtual Collocation, CLECs can contract directly for the engineering and installation of the transmission equipment, including Interconnection Access Cabling and fiber splicing.

(C) Responsibility for Vendor Delays

- No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform. (C)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.3 Liability and Indemnification

In addition to the regulations set forth in Section 2.1.3 preceding, the following regulations apply for Physical, Virtual and Microwave Collocation.

- (A) Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence of the party's agents or employees.
- (B) The CLEC 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 CLEC 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 CLEC'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 central office(s), or by any act or omission of the Telephone Company, its employees, agents former or striking employees, or contractors, in connection therewith, 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 CLEC 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 central office or by an act or omission of the CLEC, 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 CLEC.

- (C) The CLEC 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 central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.3 Liability and Indemnification (Cont'd)

(D) The CLEC 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 CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.

(E) The CLEC 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 central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC 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 CLEC, its directors, officers, employees, servants, agents, affiliates and parent.

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 central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the CLEC, 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 CLEC 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 central office and, as appropriate, cable space.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.4 Termination of Arrangement

- (A) The Telephone Company shall have the right to terminate a collocation Arrangement at any time with respect to any area(s) of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. The Telephone Company shall notify the CLEC of such termination immediately after it receives notice of the taking. The CLEC shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement 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 such termination. Nothing herein shall be construed as preventing the CLEC from making its own claim against the eminent authority ordering the taking of the collocated space area of the Telephone Company office premises for the CLEC's relocation expenses.
- (B) If at anytime the Telephone Company reasonably determines that any CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment does not meet the requirements of these terms and conditions, the CLEC will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the CLEC fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense, subject to the dispute resolution procedures described in Section 5.5.7 following.
- (C) If the Telephone Company reasonably determines that any CLEC's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The CLEC will be charged for any costs incurred as a result of such actions.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.4 Termination of Arrangement (Cont'd)

(D) The Telephone Company may also discontinue service or cancel an application for the Arrangement without incurring any liability for any of the following reasons:

- (1) Upon non-payment of any sum owing to the Telephone Company for more than thirty (30) days beyond the date of rendition of the bill for the Arrangement, the Telephone Company may, on thirty (30) days advance notice in writing to the CLEC without incurring any liability, discontinue the furnishing of a new or existing Arrangement, subject to the dispute resolution procedures set forth in Section 5.5.7 following.
- (2) The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- (3) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the Arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

(E) The Telephone Company reserves the right to inspect the CLEC's collocation arrangement to determine if the collocation arrangement is being used for interconnection and/or access to unbundled network elements. If the Telephone Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements, the Telephone Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days notice.

If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 5.5.4(G).

(F) Termination by CLEC

A CLEC must notify the Telephone Company in writing of its plans to terminate a collocation arrangement ("CLEC Termination Notice"), and such CLEC termination shall be governed by this Section.

- (1) **Termination After Completion** - If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Telephone Company's receipt of the CLEC Termination Notice. If a CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 5.5.4(G) and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 5.1.4(B). If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.4 Termination of Arrangement (Cont'd)

(F) Termination by CLEC (Cont'd)

- (2) **Termination Prior to Completion** - If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Telephone Company's receipt of the CLEC Termination Notice. Application fees submitted will not be refunded.

The CLEC termination Notice must be received by the Telephone Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

(G) Effect of Termination

If the Telephone Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply:

- (1) **Equipment Removal and Monthly Recurring Charges** - The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Telephone Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC's cables will be at the Telephone Company's option.

The Telephone Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 10.5.1(C) for the removal and disposal of such equipment.

All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Telephone Company's discretion, until any later date, not to exceed 60 days, that all equipment is removed and the collocation space is restored to its original condition at space turnover.

Effective: August 22, 2003

By Sandra Dilorio Thorn, General Counsel
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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.5 Security Deposit

The Telephone Company may require a CLEC that has a proven history of late payments or whose parent company or holding company has a proven history of late payments to the Telephone Company, or which does not have established credit, to make a deposit prior to or at any time after the provision of the Arrangement under this section of the tariff. Any such deposit shall be held by the Telephone Company as a guarantee of the payment of rates and charges. A deposit required under this section of the tariff may not exceed the actual or estimated rates and charges for the Arrangement for a six (6) month period. Payment of a deposit does not relieve the CLEC from its obligations to comply with the Telephone Company's regulations regarding the prompt payment of bills. At such time as the provision of the Arrangement to the CLEC shall be terminated, the amount of the deposit shall be credited to the CLEC's account and any credit balance which may remain shall be refunded. Such a deposit shall be refunded or credited to the account when the CLEC has established credit or, in any event, after the CLEC has established a one-year prompt payment record at any time prior to the termination of the Arrangement to the CLEC. In case of a cash deposit, for the period the deposit shall be held by the Telephone Company, the CLEC shall receive interest at the Commission authorized interest rate. The interest rate shall be applied for the number of days from the date the CLEC deposit shall be received by the Telephone Company up to and including the date such deposit shall be credited to the CLEC's account or the date the deposit shall be refunded by the Telephone Company. Should a deposit be credited to the CLEC's account as indicated above, no interest shall accrue on the deposit from the date such deposit shall be credited to the CLEC's account.

Effective: August 22, 2003

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.6 Payment Requirements

- (A) The CLEC shall pay the Telephone Company, the rates and charges specified in Section 10.5 following in accordance with the regulations set forth in Section 2.4.1(B) preceding.
- (B) Late payments shall be subject to a monthly late charge if payment is not received by the due date as set forth in Section 2.4.1(B)(3) preceding.
- (C) A CLEC who fails to pay any of the charges associated with Collocation is subject to the tariff provisions set forth in 2.1.7 preceding.

5.5.7 Dispute Resolution Procedures

If a dispute arises between the Telephone Company and the CLEC, the following process, which shall be overseen by the Commission, shall be followed to resolve such dispute.

(A) Inter-Company Review Board

To assist in the resolution of disputes between the Telephone Company and the CLEC, the parties shall establish an Inter-Company Review Board consisting of at least one representative from each Party at the director or above level (or such lower level as the Parties agree). The Parties may change their designee, or select an alternative designee, as required or deemed appropriate, without notice.

(B) Informal Negotiation of Disputes

Either Party may initiate the procedures set forth herein by providing notice of the existence of a dispute as set forth in Section 5.5.8 following. The petitioning Party shall also serve the Commission and the Inter-Company Review Board with a copy of the notice.

- (1) The Parties shall have an initial thirty (30) day period beginning from the date on which either Party has provided written notice to the other Party identifying the existence of a dispute within which to resolve the dispute themselves, without mediation or arbitration as provided below.
- (2) If a dispute arises between the Telephone Company and the CLEC the following process, which shall be overseen by the Commission, shall be followed to resolve such dispute. The Parties shall make reasonable efforts to meet as often as necessary but not less than one time each week in an effort to resolve a dispute.
- (3) The Parties may also mutually agree to other informal resolution processes for specific circumstances, including, but not limited to commercial mediation or arbitration prior to requesting the Commission initiate mediation or arbitration of any dispute between the Telephone Company and the CLEC.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.7 Dispute Resolution Procedures (Cont'd)(C) Formal Mediation or Arbitration of Disputes by the Commission

If the Inter-Company Review Board is unable to resolve a dispute within thirty (30) days (or such other period agreed to in writing by the Parties) either Party may petition the Commission. The initial petition shall be for mediation. If agreement cannot be reached through mediation, the aggrieved Party may then petition the Commission for investigation/arbitration. The mediation and investigation/arbitration process shall be overseen by the Commission.

- (1) A request for mediation shall be submitted in writing to the Commission, with a copy served on the other Party.
- (2) The period of mediation shall be sixty (60) days commencing on the date of filing of such petition for mediation. Such petition shall include a request to the Commission to choose a mediator within the first ten (10) days of such sixty (60) day period, and the mediation shall be conducted by a mediator designated by the Commission. The Commission may assign a staff person or a professional mediator, funded by the petitioning Party, to conduct the mediation. The Parties shall cooperate in good faith with the mediator to resolve the dispute within such 60 day period. If, at any date following the 45th day of such sixty (60) day period, the Parties have not resolved their dispute, the Parties may request the mediator formally declare a deadlock.
- (3) Following the earlier to occur of (i) expiration of the sixty (60) day mediation period without resolution of the dispute between the Parties or (ii) formal declaration of a deadlock by the mediator as contemplated in preceding paragraph (b), either Party may petition the Commission to open an expedited investigation/arbitration into the dispute. The petition should include a comprehensive explanation of the dispute (e.g., unresolved issues, areas of agreement, stipulations of fact), as well as all relevant correspondence exchanged during negotiations or mediation. The petitioning Party shall provide a copy of the petition to the other Party on the same day that it is filed with the Commission. The petition shall include a request to open an expedited investigation/arbitration within ten (10) business days of receipt of its petition. The Commission may assign a staff person or a professional arbitrator, funded by the petitioning Party, to conduct the mediation. The expedited investigation/arbitration shall be no more than sixty (60) days. The staff person or arbitrator shall issue and serve his or her decision and award on the Parties within twenty (20) business days of the close of the investigation/arbitration. Any such decision shall be submitted to the Commission for approval.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.7 Dispute Resolution Procedures (Cont'd)(D) Confidentiality

- (1) The Company, the CLEC, and the mediator or arbitrator will treat the mediation or arbitration proceedings, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.
- (2) In order to maintain the privacy of all mediation or arbitration conferences and hearings, the mediator or arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.
- (3) To the extent that any information or materials disclosed in the course of mediation or arbitration proceedings contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the mediator or arbitrator in connection with or in anticipation of mediation or arbitration proceedings. In addition, the arbitrator may issue orders to protect the confidentiality or proprietary information, trade secrets, or other sensitive information in the event the Parties cannot agree upon an agreement to govern the handling of such information.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.7 Dispute Resolution Procedures (Cont'd)(E) Notices

Any notices or other communications required or permitted to be given or the terms of this Section shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if (a) delivered personally, (b) delivered by prepaid overnight express service or (c) delivered by confirmed telecopier transmission with a copy delivered thereafter in the manner set forth in (a) or (b) above, to the CLEC's authorized representative. Notice shall be given to the Telephone Company as follows:

Bell Atlantic
1095 Avenue of the Americas
40th Floor
New York, NY 10036
Attention: Vice President - Wholesale Markets
Telecopier: (212) 597-2562

with a copy of each notice relating to an action, suit, proceeding or claim to be sent simultaneously to:

Bell Atlantic
1095 Avenue of the Americas
37th Floor
New York, NY 10036
Attention: General Counsel
Telecopier: (212) 768-7968

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

5.5.8 Implementation of Collocation Charges

- (A) The Telephone Company shall provide the CLEC with a notice ("Scheduled Completion Notice") as noted in Section 5.1.4(E) indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and request the CLEC to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement.

] (N)]

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.8 Implementation of Collocation Charges (Cont'd)

(A) (Cont'd)

- (1) **Collection of Non-Recurring Charges** - The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 5.1.4(B). The balance of the NRCs ("NRC Balance") will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.
 - (2) **Commencement of Recurring Charges** - Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 5.5.4(G).
 - (3) **Extension Request** - A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 5.5.4(G).
- (B) If the Telephone Company believes the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Telephone Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after receipt of the notification to retain the collocation space by notifying the Telephone Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC accepts the space, whichever comes first.

Effective: August 22, 2003

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.5 Regulations Applicable to Physical and Virtual Collocation (Cont'd)5.5.9 Closure, Decommissioning or Sale of Premises

- (A) Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Telephone Company's network facilities. At least one hundred eighty (180) days written notice will be given to the CLEC of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the CLEC as soon as practicable. The Telephone Company will work with the CLEC to identify alternate collocation arrangements. The Telephone Company will work cooperatively with the CLEC to minimize any potential for service interruption resulting from such actions.

(N)

Effective: August 22, 2003

By Sandra Dilorio Thorn, General Counsel
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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives5.6.1 Secured Collocation Open Physical Environment (SCOPE)(A) Service Description

- (1) SCOPE is a form of Physical Collocation in which CLECs can place their equipment in the Telephone Company central office without enclosing that equipment in a cage. This arrangement will be located in the same secure, environmentally-conditioned area currently utilized for the standard Physical Collocation arrangement described in Sections 5.1, 5.3 and 5.5 preceding.
- (2) A SCOPE arrangement enables CLECs that do not want a standard cage-enclosed multiplexing node to install one or more bays of equipment in a secure area. Each individual CLEC is responsible for providing and installing its own equipment and performing all maintenance-related activities up to the CLEC side of a shared POT ("SPOT") Bay. The CLEC's responsibilities include performing the cross-connect or strapping at the SPOT Bay in the same manner as performed for standard Physical Collocation.
- (3) All terms and conditions for Physical Collocation as described in Sections 5.1, 5.3 and 5.5 preceding will apply, except as set forth following.

(B) SCOPE Arrangement

- (1) The SCOPE arrangement involves the placement of non-Telephone Company owned or operated equipment in a secure segregated area of the Telephone Company central office. The demarcation point is the SPOT Bay. Each CLEC will provide and install its own equipment and equipment bay(s) in the designated area. The CLEC is responsible for the identification of all equipment and bay space in its SCOPE arrangement.
- (2) The CLEC shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.
- (3) The CLEC may, at its own option and expense, provide a secured enclosure in the equipment bay that conforms with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(B) SCOPE Arrangement (Cont'd)

- (4) In addition to the terms and conditions regarding security measures set forth in Section 5.1.9 preceding and Section 5.6.1(F) following, if the CLEC elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the CLEC will provide the Telephone Company with keys for direct access in the event of an emergency. In the event the Telephone Company is required to access the CLEC's secured bay on an emergency basis, the Telephone Company will notify the CLEC of such access within twenty-four (24) hours.
- (C) Site Survey/Report, Application, Engineering and Administration
The CLEC must request SCOPE arrangements through its Telephone Company Point of Contact subject to the terms and conditions specified in Section 5.1.2 preceding.
- (D) Shared Point of Termination (SPOT) Bay
(1) The SPOT Bay is the connection point between the collocated equipment and the Telephone Company network and is shared by all CLECs in the SCOPE area. Within the SPOT Bay the individual terminal block/subpanel will be ordered by and dedicated to each CLEC.
(2) The Telephone Company always provides the SPOT Bay (frame and terminations). Installation and maintenance costs for this bay are recovered on a per terminal block/subpanel basis.
- (E) Equipment Bay, Lighting and AC Convenience Outlet Installation
(1) SCOPE is subject to the availability of space and facilities in each central office where interconnection or access to unbundled network elements is requested by the CLEC on a first come, first served basis. Each individual CLEC is responsible for providing and installing its own equipment and equipment bay(s) in the secured area.
(2) The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator backup power, AC convenience outlets, common aisle lighting, heat, air-conditioning and other environmental support in connection with the CLEC's equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office.
(3) AC convenience outlets and common aisle lighting will be provided for the entire SCOPE area and will be shared by all CLECs. CLECs will be responsible for contracting directly with a Telephone Company approved vendor for any additional AC convenience outlets and lighting. The groundbar for equipment will be a common groundbar shared by all CLECs in a SCOPE arrangement.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(E) Equipment Bay, Lighting and AC Convenience Outlet Installation (Cont'd)

- (4) Vendors must comply with the requirements specified in Sections 5.1.15 and 5.3.6 preceding. The CLEC is responsible for all costs within the dedicated space when contracting directly with a Telephone Company-approved contractor. In the event that the CLEC requests the Telephone Company to install equipment bays and/or additional lighting and AC outlets, the Telephone Company will "pass-through" the vendor costs to the CLEC.

(F) Security Arrangements

Entry and exit from the SCOPE area will be electronically or manually logged as supported by Telephone Company central office entrance procedures. The following Security Arrangements are also available to CLECs at their own expense:

- (1) All equipment racks and associated equipment may be contained within NEBS compliant cabinets/lockers. The cabinet/locker should restrict access to both the front and back of equipment. The CLEC's name must be clearly identified on both the front and back of the equipment cabinet/locker.
- (2) The CLEC may uniquely outline footprint associated with their equipment with color-coded floor tape.
- (3) Collocators may (individually or collectively) install and maintain video surveillance equipment approved by the Telephone Company within the common area in accordance with procedures jointly established with the Telephone Company.
- (4) Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.
- (5) The CLEC shall ensure that employees are trained to minimize safety hazards and safely operate the equipment associated with the work tasks being performed, and provide or require employees to have personal protective equipment necessary to safely perform the work tasks.

(G) Rates and Charges(1) Nonrecurring Charges

- (a) The Site Survey/Report Fee will apply as described in Section 5.1.17(A)(1) preceding and the charges are set forth in Section 10.5.4(A)(1)(a) following.
- (b) Application Fees will apply as described in Section 5.1.17(A)(2) preceding, and the charges are set forth in Section 10.5.4(A)(1)(b) following.
- (c) Engineering and Implementation Fees will apply as described in Section 5.1.17(A)(3) preceding, and the charges are set forth in Section 10.5.4(A)(1)(c) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(G) Rates and Charges (Cont'd)(1) Nonrecurring Charges (Cont'd)

- (d) The SPOT Bay Frame charge as set forth in Section 10.5.4(A)(1)(d) following, is a nonrecurring charge for the SPOT Bay Frame the Telephone Company purchases and installs.
- (e) The SAC SPOT Bay Termination charge as set forth in Section 10.5.4(A)(1)(f) following, is a nonrecurring charge for the termination strip or panel that resides in the SPOT Bay Frame.
- (f) The SAC Cable and Frame Termination charge as set forth in Section 10.5.4(A)(1)(g) following, is a nonrecurring charge that is for the cabling to and the termination strip or panel that resides on the Telephone Company frame. Terminations will connect to a Digital Cross Connect System only in the event that it is the only option available in a particular central office as determined by the Telephone Company.
- (g) The Security Access Card charge will apply as described in Section 5.1.17(A)(8) preceding, and the rates are set forth in Section 10.5.4(A)(1)(h) following.

(2) Monthly Rates

- (a) The SCOPE Preparation rate as set forth in Section 10.5.4(A)(2)(a) following is assessed per equipment bay.
- (b) The Land and Building rate as set forth in Section 10.5.4(A)(2)(b) following, is associated with the footprint of the equipment bay. The rate is assessed per equipment bay.
- (c) The DC Power rate will apply as described in Section 5.1.17(B)(3) preceding, and the rates are set forth in Section 10.5.4(A)(2)(c) following.
- (d) The HVAC rate will apply as described in Section 5.1.17(B)(5) preceding, and the rates are set forth in Section 10.5.4(A)(2)(d) following.
- (e) The Cable Rack rate will apply as described in Section 5.1.17(B)(5) preceding, and the charges are set forth in Section 10.5.4(A)(2)(e) following.
- (f) The SAC SPOT Bay Termination as set forth in Section 10.5.4(A)(2)(f) following, applies for the connection of the SPOT Bay frame to the Telephone Company's frame. It is assessed upon installation of the terminations.
- (g) The SAC Cable and Frame Termination as set forth in Section 10.5.4(A)(2)(g) following, applies for the connection of the Telephone Company cables and frame terminations. It is assessed upon installation of the terminations and associated cabling. Terminations will connect to a Digital Cross Connect System as determined by the Telephone Company.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)(G) Rates and Charges (Cont'd)(2) Monthly Rates (Cont'd)

- (i) The Entrance Fiber Structure rate will apply as described in Section 5.1.17(B)(9) preceding, and the charges are set forth in Section 10.5.4(A)(2)(i) following.

(3) Other Charges

- (a) The Escort Service charge will apply as described in Section 5.1.17(C)(1) preceding, and the charges are set forth in Section 10.5.4(A)(3)(a) following. (T)
(T)

- (b) The Miscellaneous Collocation Power Service charge will apply as described in Section 5.1.17(C)(2) preceding, and the charges are set forth in Section 10.5.4(A)(3)(b) following.]
(N)
]

5.6.2 Assembly Products(A) Service Description

The Assembly Products provide alternatives to Physical and Virtual Collocation for the purposes of facilitating a CLEC's ability to combine unbundled loop(s) and line port(s). Unbundled loop(s) and line port(s) are provided as set forth in Section 5 of the State of Connecticut No. 12--Telephone Tariff. The Assembly Products are offered in three different arrangements:

- Assembly Room
- Assembly Point - Outside the Central Office (Wall Mount)
- Assembly Point - Outside the Central Office (Pad Mount)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.2 Assembly Products (Cont'd)(B) Assembly Room Arrangement

- (1) The Assembly Room is a non-conditioned secured room within the Telephone Company's central office. The CLEC can access the Assembly Room to perform loop and line port combinations on a CLEC Termination Frame ("CTF"). The CLEC, at its option, may install a prewired terminal block for purposes of connecting to the Telephone Company's unbundled loop(s) and line port(s). In this case, the CLEC must contract with a Telephone Company approved vendor and the terminal block must conform to the standard and type as established for the CTF by the Telephone Company. The environmental properties normally associated with central office conditioned transmission equipment space are not provided in an Assembly Room arrangement.
- (2) The Assembly Room is subject to availability of space and facilities in each central office on a first come, first served basis.
- (3) The CLEC may not install any equipment within the Assembly Room arrangement. The CLEC may utilize portable test equipment for the purposes of testing unbundled loop(s) and line port(s), but may not store this equipment in the Assembly Room.
- (4) The Telephone Company will provide general overhead lighting and AC convenience outlets for the shared use of all CLECs in the Assembly Room. The Assembly Room will not be provisioned with -48V DC power.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.2 Assembly Products (Cont'd)(C) Assembly Point Arrangements

- (1) Assembly Points will be offered in lieu of the Assembly Room in locations where:

- space is limited
- space cannot be secured
- the central office does not have 24 X 7 access without callout
- zoning and facility security conditions permit.

Assembly Points will not be offered at locations in which Assembly Rooms are provided.

- (2) Assembly Points are locked termination enclosures outside the central office.

The two types of outside enclosures are:

- Wall Mount Assembly Point
- Pad Mount Outside Plant Cabinet

- (3) Assembly Point arrangements are subject to availability of space and facilities at each central office on a first come, first served basis.

(D) Application, Engineering and Administration

- (1) The CLEC must request Assembly Products through its Telephone Company Point of Contact subject to the terms and conditions specified in Section 5.1.2 preceding.

(E) Joint Planning and Implementation Intervals

- (1) The Joint Planning and Implementation Intervals described in Section 5.1.4 preceding will apply.

(F) Space Limitations

- (1) Space limitations as defined in Section 5.1.5 preceding shall apply to Assembly Room Arrangements. When space is not available in a Telephone Company central office for an Assembly Room, the Telephone Company will provide an Assembly Point.

(G) Deployment Requirements

- (1) Deployment requirements, as applicable and defined in Section 5.1.6 preceding shall apply to Assembly Room arrangements.
- (2) The CLEC shall not store any ancillary equipment within the Assembly Room or Points.
- (3) The terminal blocks on the CTF and the Assembly Point terminal blocks are dedicated per CLEC and may not be shared.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.2 Assembly Products (Cont'd)(G) Deployment Requirements (Cont'd)

- (4) The Telephone Company will designate the CTF location and Assembly Point location specific to each CLEC and provide the CLEC with cable designation and pair assignments.
- (5) The CLEC will maintain assignment control on all circuit order requests placed with the Telephone Company. The Telephone Company technicians will make the required cross connections necessary to connect the unbundled loop and port to the CTF or the Assembly Point terminal blocks.

(H) Points of Termination

- (1) The CTF and the Assembly Points will be shared by all CLECs occupying Assembly Product arrangements. In the Assembly Room the CLEC will provide and be responsible for installing and maintaining the connection cabling and associated cross connections at the CTF. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company's side of the CTF and the Assembly Point terminal blocks.

(I) Security Measures

- (1) Security Measures as defined in Section 5.1.9 preceding will apply to Assembly Room arrangements.

(J) Repair and Maintenance

- (1) Repair and Maintenance as defined in Section 5.1.10 preceding will apply to Assembly Room arrangements.

(K) Damage to CLEC Terminal Blocks

- (1) Terms and conditions regarding damage to CLEC terminal blocks as defined in Section 5.1.11 preceding will apply to Assembly Room arrangements.

(L) Rates and Charges(1) Nonrecurring Charges

- (a) An Application Fee as set forth in Section 10.5.4(B)(1)(a) following, is required per Assembly Product (Assembly Room or Assembly Point) request, per central office where the CLEC requests to establish an Assembly Product.
- (b) An Engineering and Implementation Fee as set forth in Section 10.5.4(B)(1)(b) following, applies upon completion of each request for an Assembly Product. The Engineering and Implementation Fee is in addition to the Application Fee.
- (c) The Service Access Charge (SAC) as set forth in Section 10.5.4(B)(1)(c) following, is a nonrecurring charge that includes the investment of each terminal block that resides in the CTF. The SAC nonrecurring charge only applies to the Assembly Room arrangement. This charge will not apply if the CLEC chooses to install their own Telephone Company approved terminal block.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.2 Assembly Products (Cont'd)(L) Rates and Charges (Cont'd)(1) Nonrecurring Charges (Cont'd)

- (d) The SAC Cable and Frame Termination charge as set forth in Section 10.5.4(B)(1)(d) following, is a nonrecurring charge that is for the cabling to and the termination strip or panel that resides on the Telephone Company frame.

(2) Monthly Rates

- (a) The SAC CTF Termination as set forth in Section 10.5.4(B)(2)(a) following, is used for the connection of the CTF frame to the Telephone Company's frame for the purpose of accessing unbundled loop and line port combinations. It is assessed upon installation of the terminations. This rate will not apply if the CLEC chooses to install their own Telephone Company approved terminal block.
- (b) The SAC Cable and Frame Termination as set forth in Section 10.5.4(B)(2)(b) following, is used for the connection of the Telephone Company cables and frame terminations. It is assessed upon installation of the terminations and associated cabling.
- (c) The Assembly Room Charge as set forth in Section 10.5.4(B)(2)(c) following, is assessed on a per terminal block basis.
- (d) The Assembly Point Charge (Wall Mounted) as set forth in Section 10.5.4(B)(2)(d) following, is assessed on a per terminal block basis.
- (e) The Assembly Point Charge (Pad Mounted) as set forth in Section 10.5.4(B)(2)(e) following, is assessed on a per terminal block basis.

(3) Other Charges

- (a) The Escort Service rate will apply as described in Section 5.1.17(C)(1) preceding, and the charges are set forth in Section 10.5.4(B)(3) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.3 Shared Cages(A) Service Description

(1)

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(D)

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(a) A CLEC that pursuant to this tariff has established a caged physical collocation arrangement shall have the right to share its cage with one or more guests, provided that all such guests are qualified to be CLECs under this tariff and applicable provisions of law. All such guests must limit their collocation activities to those permitted under the regulations set forth in this tariff.

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(b) Any entity that pursuant to a Telephone Company CT DPUC tariff other than this tariff has established a caged physical collocation arrangement shall have the right to share its cage with one or more guests in accordance with the provisions of this Section 5 and the other collocation sharing provisions of this tariff, provided that (a) such entity agrees in writing to share its cage and to be bound by, and to assume the obligations imposed by, the provisions of this Section 5 and all other collocation sharing provisions of this tariff, and, (b) all such guests are qualified to be CLECs under this tariff and applicable provisions of law and agree in writing to share the entity's cage and to be bound by, and to assume the obligations imposed by, the provisions of this Section 5 and all other collocation sharing provisions of this tariff. All such guests must limit their collocation activities to those permitted under the regulations set forth in this tariff. Except to the extent that this Section 5.6.3(A)(1)(b) authorizes the sharing of a caged physical collocation arrangement as set forth above, nothing in this Section 5 or the other provisions of this tariff shall expand in any way the rights of the entity that has agreed to share its cage beyond the rights provided by the Telephone Company CT DPUC tariff pursuant to which that entity has established its caged physical collocation arrangement.

(N)

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Certain material formerly on this page has been moved to Page 73.1.

(N)

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.3 Shared Cages (Cont'd)(A) Service Description (Cont'd)

- (2) For established Physical Collocation arrangements, the initial CLEC is the "Collocator of Record" ("COR"), or "host" CLEC; the other CLEC(s) participating in the sharing arrangement is referred to in this tariff as the "guest(s)". When two or more CLECs request establishment of a new Physical Collocation arrangement to be used as a Shared Cage, one of the participating CLECs must agree to be the COR and the other(s) to be the guest(s). The host CLEC is the Telephone Company's customer, and has all of the rights and obligations applicable to a CLEC ordering a Physical Collocation arrangement under this tariff, including, without limitation, the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by its guest(s). Neither this tariff, nor any actions taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest CLEC(s) in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest(s) for any actions of the COR. The host and the guest(s) are solely responsible for determining whether to share a cage, and if so upon what terms and conditions.

(B) Shared Cage Arrangement

- (1) The host CLEC must notify the Telephone Company in writing of its intention to share its cage space and provide the Telephone Company with a certificate of insurance from the guest before the guest occupies the cage.
- (2) Orders for connection to Telephone Company services must be placed by or on behalf of the COR. The host and guest(s) may agree that such orders may be placed by the guest(s), but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization ("LOA") explicitly authorizing the guest(s) to place such orders.

Such LOA may cover specific orders or give the guest general authority to order connection to Telephone Company services; in any case, however, the scope of the authority granted by the LOA must be clearly and specifically set forth therein. A guest will be responsible for paying for services ordered under the authority granted by an LOA.

Material shown herein formerly appeared on Page 73.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.3 Shared Cages (Cont'd)(B) Shared Cage Arrangement (Cont'd)

- (3) All terms and conditions for Physical Collocation as described in Sections 5.1 and 5.5 preceding will apply. In addition, the following terms and conditions will apply to Shared Cages: (C)
- (a) The host and guest(s) must each be collocating for the purpose of facilitating interconnection to Telephone Company services.
 - (b) The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a Shared Cage arrangement, and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s), to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct, to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.
 - (c) The host and guest(s) will participate in Method of Procedure (MOP) meetings detailing the installation work to be performed by the guest. This shall be completed for all Physical Collocation equipment installation. The host shall prominently display the signed MOP at the multiplexing node while any installation functions are performed.
 - (d) The host must provide the Telephone Company's designated representative(s) with a list of the names of all technicians who will need access to the Shared Cage for support, maintenance and repair purposes. The host is responsible for supplying such representative(s) with the required completed non-employee ID badge application forms and all appropriate identification material for its employees/agents as well as those of the guest(s).
 - (e) The Telephone Company will issue only one identifying cage and POT Bay CLLI code and provide it to the host. The host will assume connecting facility assignment (CFA) responsibilities.
 - (f) All communications related to occupancy and cage construction (e.g., cage augments, cage access or deployment requirements) will be between the host and the Telephone Company as specified in this tariff.
 - (g) The host will remain responsible for all costs associated with the cage (e.g., cage construction, POT Bay installation). The Telephone Company will not split bill any of the rate elements associated with the collocation cage (e.g., recurring square foot charges, power, cable racking) between the host and its guest(s)

NETWORK INTERCONNECTION SERVICES5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.4 Adjacent Structures(A) Service Description

- (1) In the event that the Telephone Company has no space available for Physical Collocation, the CLEC will be permitted to construct or otherwise procure Controlled Environment Vaults (CEVs) or similar structures (adjacent structures) where technically feasible using Telephone Company approved vendors.

(B) Regulations

- (1) The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Telephone Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an adjacent structure that will force the Telephone Company to violate any zoning requirements or any federal, state or local regulations, ordinances or laws.
- (2) Any construction by the CLEC on Telephone Company premises must comply with Telephone Company technical specifications as they relate to environmental safety and grounding requirements as set forth in Telephone Company technical specifications and Bellcore documentation.
- (3) The Telephone Company will extend its facilities to the CLEC to terminate on a CLEC provided point of termination located within the adjacent structure at a location designated by the CLEC. Any protection as it relates to fire, safety, electrical, bonding, grounding and risk hazard is the responsibility of the CLEC as set forth in technical specifications and Telcordia Technologies documentation. The Telephone Company reserves the right to inspect the CLEC's structure, and any non conformances must be remedied as specified in Sections 5.5.4(B) and (C) preceding. (C)
(C)
(C)
- (4) The Telephone Company will make available, power and Physical Collocation support services to the CLEC in the same non discriminatory manner as it provides to itself for the Telephone Company's own CEVs.

NETWORK INTERCONNECTION SERVICES5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.4 Adjacent Structures (Cont'd)(B) Regulations (Cont'd)

- (5) In the event the distance limitations are exceeded for digital services, the Telephone Company will provide the necessary regeneration and will assess the appropriate charge on a case by case basis. (C)
(C)
(C)
- (6) The CLEC is responsible for obtaining the right of way from the Telephone Company under the appropriate right of way provisions from the adjacent structure to the Telephone Company serving central office manhole. Granting such right-of-way will not be unreasonably withheld.
- (7) The CLEC is responsible for any fines, penalties and expenses for zoning, environmental, safety, sanitation, property infringement, noise, quality of life or property violations or law suits associated with the structure and its associated power and any additional tax assessment levied on the Telephone Company as a result of the adjacent structure.
- (8) If the CLEC vacates the adjacent structure, the CLEC is responsible for restoring the land to the original condition.
- (9) The CLEC is responsible to contract directly with the local power company for all power requirements within its own structure. (N)
(N)

(C) Rates and Charges(1) Nonrecurring Charges

- (a) An application charge as set forth in Section 10.5.5(A)(1) following, will apply per request. (C)
- (b) The Engineering and Implementation Fee as set forth in Section 10.5.5(A)(2) following, applies upon the completion of the adjacent structure, per structure. The Engineering and Implementation Fee is in addition to the application fee. (C)

NETWORK INTERCONNECTION SERVICES5. Collocation (Cont'd)5.6 Collocation Alternatives (Cont'd)5.6.4 Adjacent Structures (Cont'd)(C) Rates and Charges (Cont'd)(1) Nonrecurring Charges (Cont'd)

- (c) The OSP entrance facility fee as set forth in Section 10.5.5(A)(3) following, applies per request, per entrance facility for the manhole breakout performed by the Telephone Company associated with the CLEC connection of the on-site adjacent structure to the central office access manhole.
- (d) The SAC Cable and Frame Termination NRCs as set forth in Section 10.5.5(A)(4) following, apply for the connection of the Telephone Company cable and frame terminations. The cabling of the SAC to the on-site adjacent structure will come from the Telephone Company frames and go through the vault to manhole "0" and follow a route through the CLEC connection to the demarcation point within the adjacent structure.

(2) Monthly Rates

- (a) The SAC Cable and Frame Termination monthly rate as set forth in Section 10.5.5.(B)(1) following, applies for the connection of the Telephone Company cable and frame terminations. It is assessed upon the installation of the terminations and associated cabling.
 - (i) The SAC for voice grade elements terminate on a main distributing frame (MDF)
 - (ii) The SAC for DS1 and DS3 services terminate on a digital cross connect (DSX) bay.
 - (iii) The fiber termination SAC terminates on a fiber distribution frame (FDF).

(3) Other Charges

- (a) The Entrance Fiber Structure rate as set forth in Section 10.5.5(C)(1) following, applies per foot from the designated manhole to the vault area located inside the collocated central office.
- (b) The Cable Rack rate as set forth in Section 10.5.5.(C)(2) following, will apply per cable.
- (c) The CLEC Work Inspection charge as set forth in Section 10.5.5.(C)(3) following, applies when a Telephone Company representative inspects and monitors the CLEC construction work performed on the Telephone Company premises to ensure compliance with safety requirements, restoration and construction standards. The charge is applied per hour or fraction thereof.

(N)

(N)

Effective: April 5, 2002

By Sandra Dilorio Thorn, General Counsel
1095 Avenue of the Americas, New York, N.Y. 10036

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)

5.6 Collocation Alternatives (Cont'd)

5.6.4 Adjacent Structures (Cont'd)

(C) Rates and Charges (Cont'd)

(3) Other Charges (Cont'd)

(d) The Corporate Real Estate Fee as set forth in Section 10.5.5.(C)(4) following, applies for the time the Telephone Company spends assisting the CLEC in obtaining the appropriate zoning approval and permits. This charge is applied per hour or fraction thereof and is determined on a case by case basis.

(N)

(e) A Signal Regeneration Fee as set forth in Section 10.5.5(C)(5) following, will apply in the event signal regeneration is provided by the Telephone Company. Rates and charges will be determined on an individual case basis.

(N)

Effective: April 5, 2002

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NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.7 Reserved for future use5.8 Cageless Collocation - Open Environment (CCOE)

Where an order for CCOE will be accommodated in a SCOPE area, it will be treated as a SCOPE arrangement and SCOPE rates and regulations will apply.

(N)
(N)

5.8.1 Service Description

(A) CCOE is a form of Physical Collocation in which CLECs can place their equipment in Telephone Company central office space. This arrangement is available on a first come, first served basis in all central offices where interconnection or access to unbundled network elements is requested by the CLEC. The Telephone Company will assign collocation space in accordance with the provisions in Section 15. CCOE is not available where the only unoccupied space in a central office has been reserved by the Telephone Company for its own use or where the placement of CCOE equipment will put the Telephone Company network at risk.

(B) All terms and conditions for Physical Collocation as described in Sections 5.1, 5.3 and 5.5 preceding will apply, except as set forth following. Rates and charges for services explained herein are contained in Section 10.5.6.

(N)
(N)

5.8.2 CCOE Arrangement

(A) A CCOE arrangement allows a CLEC, using Telephone Company approved vendors, to install equipment in single bay increments. CLEC equipment will not share the same equipment bays with Telephone Company equipment.

(B) The CLEC must install a minimum of one shelf of working equipment equipped with plug-ins when installing a CCOE equipment bay. Equipment bays must be fully equipped with common plug-ins prior to adding subsequent equipment bays. Space for additional bays for future use may be reserved, if available, until such time as the Telephone Company requires the reserved bay to meet another CLEC's request. The Telephone Company will make reasonable efforts to assign reserved bay space so that they are located next to the CLEC's existing equipment bay; however the Telephone Company makes no guarantee to that effect.

(C) The CLEC is permitted to place in its CCOE arrangement any type of CLEC-provided equipment as described in Section 5.1.6(H).

(D) The CLEC shall not store any ancillary equipment within the CCOE area that is not permanently mounted within the bay.

(E) The CLEC is responsible for the identification of all equipment in its CCOE arrangement. All equipment must be clearly identified with the CLEC's name, emergency reach number, CLLI code and relay rack number. The CLLI code and relay rack number will be assigned by the Telephone Company.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.8 Cageless Collocation - Open Environment (CCOE) (Cont'd)5.8.2 CCOE Arrangement (Cont'd)

- (F) The CLEC equipment bay must conform with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint. Non-standard equipment configurations will be evaluated on a case-by-case basis.
- (G) All CLEC equipment to be installed in the Telephone Company central offices must be either on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the Technical Specifications specified in Sections 5.1.15 and 5.3.6 preceding. Upon receipt of a CCOE request, the Telephone Company will make available at cost any Telephone Company technical specification documentation required by the CLEC to comply with this provision.
- (H) The CLEC must perform all work using Telephone Company approved vendors. Such vendors must comply with the requirements specified in Bell Atlantic Information Publication IP 72201, Network Equipment Installation Standards including providing the Telephone Company with documentation (e.g., drawings and record updates) per the Telephone Company standards prior to service activation.
- (I) The Telephone Company may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as deemed appropriate by the Telephone Company.
- (J) The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements.
- (K) Methods of Procedures (MOP) detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all CCOE arrangement equipment installations. The MOP shall be agreed upon and signed by a Telephone Company representative and a CLEC representative prior to the beginning of any installation effort within the central office CCOE space. The CLEC shall prominently display the signed MOP at the equipment bay while performing any installation functions.
- (L) The CLEC is responsible to demonstrate that its equipment meets all Telephone Company installation standards prior to turn-up of equipment.
- (M) CLEC designated personnel will be permitted to access their equipment for provisioning, maintenance and repair. The CLEC must adhere to all entrance and exit requirements as specified by the Telephone Company for each CCOE arrangement. CLEC access is restricted to direct access to the arrangement including central office space housing the CCOE equipment.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.8 Cageless Collocation - Open Environment (CCOE) (Cont'd)5.8.2 CCOE Arrangement (Cont'd)

- (N) The CLEC will be responsible for having fiber pulled from the manhole to the CCOE arrangement as described in Section 5.8.3 following.
- (O) CLEC may provide its own transport or purchase other transport such as unbundled Interoffice Facilities ("IOF") leased from the Telephone Company as specified under separate contractual agreements or from a third party for the input side of the arrangement.
- (P) To the extent that a CLEC requires use of a Telephone Company local exchange line, the CLEC must order a IMB line. CLECs may not use Telephone Company official lines.

5.8.3 Entrance Facility and Entrance Facility Termination

- (A) The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its Entrance Manholes. No splicing will be permitted to Manhole "0". Where the CLEC is providing underground fiber optic cable in Manhole "0", it must be of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within Manhole "0" and is responsible for the maintenance of the fiber optic cable(s).
- (B) The CLEC is responsible for installing CLEC-provided fiber optic feeder cable in the Conduit Space. To avoid unnecessary reinforcements or rearrangements, the CLEC will be required to provide a three-year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated innerduct. The CLEC will not be permitted to reserve space in the Central Office Conduit. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.
- (C) The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned within three (3) years as its primary use.
- (D) The CLEC is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its fire retardant inside riser cable within the central office cable vault or designated splicing chamber.
- (E) The splice in the central office cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- (F) The CLEC must tag all entrance facilities to indicate ownership.
- (G) The CLEC will be accompanied by qualified Telephone Company representatives in all Manhole and Vault locations, subject to the charges set forth in Section 10.5.1(C) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.8 Cageless Collocation - Open Environment (CCOE) (Cont'd)5.8.4 Site Survey/Report, Application, Engineering and Implementation

- (A) The Telephone Company will make available to the CLEC, upon signing a confidentiality agreement, a Site Survey/Report as described in Section 5.1.2(A) preceding.
- (B) The CLEC must request CCOE arrangements through its Telephone Company Point of Contact, subject to the terms and conditions as described in Sections 5.2.2(E), 5.2.9(B) and 5.2.9(P) preceding.
- (C) The interval for CCOE is set forth in Section 5.1.4(C) preceding.

5.8.5 Point of Termination (POT)

- (A) The POT is the connection point between the collocated equipment and the Telephone Company network. The CLEC must select from one of the following options:
 - (1) The Telephone Company will provide a Shared Point of Termination (SPOT) Bay for CCOE arrangements in a common area. All CLECs purchasing CCOE will have access to the SPOT Bay.
 - (2) The CLEC may provide their own POT within the CLEC provided equipment bay as designated by the Telephone Company.

5.8.6 Equipment Bay, Lighting and AC Convenience Outlet Installation

- (A) The CLEC is responsible for providing and installing its own equipment and equipment bay(s) in the CCOE area. The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator backup power, heat, air-conditioning and other environment support in connection with the CLEC's equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office.
- (B) The Telephone Company will provide access to junction boxes so that CLECs may contract directly with a Telephone Company approved vendor for the installation of AC convenience outlets, overhead lighting and equipment superstructure to comply with the technical specifications in IP 72201 and match its existing central office infrastructure.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.8 Cageless Collocation - Open Environment (CCOE) (Cont'd)5.8.7 Security Measures

- (A) The Telephone Company will determine the appropriate level of security to each central office.
- (B) The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in Bell Atlantic's Security Guidelines, which will be provided.
- (C) The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.
- (D) The Telephone Company reserves the right to provide a Telephone Company employee at the CLEC's requested time of entry to the central office to accompany and observe the CLEC at no cost or delay to the CLEC. Escorts may be required for initial CLEC visits, but not on subsequent visits, unless no form of security is reasonably available in the central office.
- (E) CLECs will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort except as noted in Section 5.8.7(D) preceding. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the CLEC shall provide the Telephone Company with notice of no less than thirty (30) minutes for a manned Telephone Company premises and sixty (60) minutes for an unmanned Telephone Company premises prior to dispatching a CLEC employee or agent to the collocation arrangement.
- (F) The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be U.S. citizens where required by law or regulation.
- (G) The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor(s) must display identification badges at all times while on Telephone Company property. This badge will permit direct access to the location of the CLEC's CCOE arrangement in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are installed. All badges/access cards must be returned upon termination of this CCOE Arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.8 Cageless Collocation - Open Environment (CCOE) (Cont'd)5.8.7 Security Measures (Cont'd)

- (H) The CLEC agrees that its employees/vendors with access to Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the CLEC with written notice of such changes.
- (I) Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.

5.8.8 Rates and Charges(A) Nonrecurring Charges

- (1) The Site Survey/Report Fee will apply as described in Section 5.1.17(A)(1) preceding, and the charges are set forth in Section 10.5.6(A)(1) following.
- (2) Application Fees will apply as described in Section 5.2.10(A)(1) preceding, and the charges are set forth in Section 10.5.6(A)(2) following. The augment application fees will apply as appropriate as described in Section 5.1.17(A)(2) preceding and the charges are set forth in Section 10.5.1(A)(2) following.] (N)
- (3) Engineering and Implementation Fees will apply as described in Section 5.2.10(A)(2) preceding, and the charges are set forth in Section 10.5.6(A)(3) following. The augment engineering and implementation fees will apply as appropriate as described in Section 5.1.17(A)(3) preceding and the charges are set forth in Section 10.5.1(A)(3) following.] (N)
- (4) The SPOT Bay Frame charge as set forth in Section 10.5.6(A)(4) following, is a nonrecurring charge for the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as described in Section 5.8.5 preceding.
- (5) The SAC SPOT Bay Termination charge as set forth in Section 10.5.6(A)(5) following, is a nonrecurring charge for the termination strip or panel that resides in the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as described in Section 5.8.5 preceding.
- (6) The SAC Cable and Frame Termination charge as set forth in Section 10.5.6(A)(6) following, is a nonrecurring charge that is for the cabling to and the termination strip or panel that resides on the Telephone Company frame. Terminations will connect to a Digital Cross Connect System only in the event that it is the only option available in a particular central office as determined by the Telephone Company.
- (7) The Security Access Card Charge will apply as described in Section 5.1.17(A)(8) preceding, and the charges are set forth in Section 10.5.6(A)(7) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.8 Cageless Collocation - Open Environment (CCOE) (Cont'd)5.8.8 Rates and Charges (Cont'd)(B) Monthly Rates

- (1) The Land and Building rate as set forth in Section 10.5.6(B)(1) following, is associated with the footprint of the equipment bay. The rate is assessed per equipment bay.
- (2) The DC Power rate will apply as described in Section 5.1.17(B)(3) preceding, and the rates are set forth in Section 10.5.6(B)(2) following.
- (3) The HVAC rate will apply as described in Section 5.1.17(B)(4) preceding, and the rates are set forth in Section 10.5.6(B)(3) following.
- (4) The Cable Rack rate will apply as described in Section 5.1.17(B)(5) preceding, and the charges are set forth in Section 10.5.6(B)(4) following.
- (5) The SAC SPOT Bay Termination as set forth in Section 10.5.6(B)(5) following, applies for the connection of the SPOT Bay frame to the Telephone Company's frame. It is assessed upon installation of the terminations. This rate only applies when the Telephone Company provides the SPOT Bay as described in Section 5.8.5 preceding.
- (6) The SAC Cable and Frame Termination as set forth in Section 10.5.6(B)(6) following, applies for the connection of the Telephone Company cables and frame terminations. It is assessed upon installation of the terminations and associated cabling. Terminations will connect to a Digital Cross Connect System as determined by the Telephone Company only in the event that it is the only option available in a particular central office as determined by the Telephone Company.
- (7) The SPOT Bay Frame Termination as set forth in Section 10.5.6(B)(7) following, is comprised of the cost of providing space and the equipment terminations to be mounted in the CCOE area. This rate only applies when the Telephone Company provides the SPOT Bay as described in Section 5.8.5 preceding.
- (8) The Entrance Fiber Structure rate will apply as described in Section 5.1.17(B)(9) preceding, and the charges are set forth in Section 10.5.6(B)(8) following.
- (9) The Cageless Security rate as set forth in Section 10.5.6(B)(9) following, is assessed per equipment bay when CCOE is placed outside the secured (or segregated) physical collocation space. (N)
(N)

(C) Other Charges

- (1) The Escort Service charge will apply as described in Section 5.1.17(C)(1) preceding and the charges are set forth in Section 10.5.6(C)(1) following.
- (2) The Miscellaneous Collocation Power Service Charge will apply as described in Section 5.1.17(C)(2) preceding, and the charges are set forth in Section 10.5.6(C)(2) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.9 Reserved for future use5.10 Collocation at Remote Terminal Equipment Enclosures (CRTEE)5.10.1 Service Description

- (A) CRTEE provides an arrangement in which CLECs equipment can be placed in Telephone Company remote terminal equipment enclosures. CRTEE is available with Physical or Virtual Collocation.
- (B) All terms and conditions for Physical Collocation, Virtual Collocation or CCOE as described in Sections 5.1, 5.2, 5.3, 5.5 and 5.8 preceding will apply, except as set forth following.

5.10.2 CRTEE Arrangement

- (A) A CRTEE Arrangement allows a CLEC's equipment to be installed in Telephone Company remote terminal equipment enclosures. Remote terminal equipment enclosures include controlled environment vaults (CEVs), huts, cabinets and remote terminals in leased space in buildings not owned by the Telephone Company.
- (B) A CRTEE arrangement is provided on a first-come first-served basis, subject to availability of space and right of way and building owner approval, as applicable.
- (C) The Telephone Company will not renegotiate leases or easements or create new Remote Terminal Equipment Enclosure (RTEE) space in order to meet CLEC demand for CRTEE.
- (D) Subject to the availability of space and conduit, the CLEC will arrange for the Telephone Company to perform all work activities inside the RTEE except as described in (E) following.
- (E) For Physical Collocation arrangements, maintenance of the CLEC equipment will be performed by the CLEC. The CLEC will be escorted by qualified Telephone Company employees for these occasions, subject to the charges as set forth in Section 10.5.7 following.
- (F) For DS1, DS3 and optical services, the demarcation point for a Physical CRTEE arrangement will be at a cross connect panel mounted in the CLEC's equipment bay or relay rack.
- (G) For twisted pair connections where the cross connect field is not located in the RTEE, the CLEC must provide a Telecommunications Carrier Outside Plant Interconnection Cabinet (TOPIC) on a CLEC secured easement at or near the Telephone Company Feeder Distribution Interface (FDI) as described in Connecticut No. 12--Telephone Tariff, Section 5.19. The demarcation point will be in the TOPIC cabinet. The CLEC will provide the cable between the collocated equipment in the RTEE and the TOPIC. The CLEC installation must comply with industry standards regarding fusing and grounding.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.10 Collocation at Remote Terminal Equipment Enclosures (CRTEE) (Cont'd)5.10.2 CRTEE Arrangement (Cont'd)

- (H) The CLEC is responsible for obtaining any rights of way necessary to implement the provisions of the tariff.
- (I) The Telephone Company will provide any cabling between the CLEC provided demarcation point and any Telephone Company owned cross-connect points.
- (J) The CLEC is responsible for the cost of any conditioning of the remote terminal equipment enclosure such as building new conduit, additional power and HVAC. The conditioning must be allowable under an existing easement or right of way. The cost for such conditioning will be recovered in the Site Preparation Fee set forth in Section 10.5.7(A)(6) following.
- (K) The CLEC-provided equipment must conform with the Telephone Company's technical engineering specifications and NEBS requirements.

5.10.3 Application Inquiries and Application

- (A) Under the RTEE Serving Address Inquiry, the Telephone Company will make available to the CLEC, upon request, the identity of the FDIs that subtend the RTEE and a range of customer addresses served by those FDIs.
- (B) Upon request, the Telephone Company will provide a Preliminary Engineering Records Review for an RTEE location identified to the Telephone Company by the CLEC. In response to the request, the Telephone Company will conduct a search of its records and identify the type of enclosure to the CLEC.

In addition, the Telephone Company will identify whether the site is on private or public property. If the site is on private property, the Telephone Company will inform the CLEC whether the Telephone Company's rights under its easement for that location can be assigned to the CLEC for the purposes of the application request. A nonrecurring charge will be assessed for processing each request.

- (C) Upon request, the Telephone Company will conduct a Site Survey for Space Availability Inquiry. Pursuant to this inquiry, the Telephone Company will conduct a survey of the RTEE to determine if there is adequate space to accommodate the collocation application.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.10 Collocation at Remote Terminal Equipment Enclosures (CRTEE) (Cont'd)5.10.3 Application Inquiries and Application (Cont'd)

(D) The CLEC must request CRTEE arrangements through its Telephone Company Point of Contact. Completed applications for CRTEE arrangements must be sent directly to the Telephone Company project manager at the address set forth in Section 5.1.2(B) preceding.

(E) Where the RTEE Serving Address Inquiry, Preliminary Engineering Records Review or Site Survey for Space Availability has been specified on the application, the CLEC will be notified of the results of these inquiries before the Telephone Company processes the rest of the application. The CLEC will be given the option of canceling the application based on the results of these inquiries.

5.10.4 Security Measures

Escorts will be provided by the Telephone Company where the CLEC requires access to its collocated equipment located in the Telephone Company's RTEE.

5.10.5 Rates and Charges(A) Nonrecurring Charges

- (1) The RTEE Serving Address Inquiry charge as set forth in Section 10.5.7(A)(1) following, will apply per request.
- (2) The Preliminary Engineering Records Review charge as set forth in Section 10.5.7(A)(2) following, will apply per request.
- (3) The Site Survey for Space Availability charge as set forth in Section 10.5.7(A)(3) following, will apply per request.
- (4) An Application Fee as set forth in Section 10.5.7(A)(4) following, will apply per CRTEE arrangement request.
- (5) An Engineering and Implementation Fee as set forth in Section 10.5.7(A)(5) following, will apply per CRTEE arrangement request.
- (6) The Site Preparation Fee as set forth in Section 10.5.7(A)(6) following, will apply per CRTEE arrangement request, as required.
- (7) For Physical CRTEE arrangements, the SAC Cable and Frame Termination charge will apply as described in Section 5.1.17(A)(7) preceding and the charges are set forth in Section 10.5.7(A)(7) following.
- (8) For Virtual CRTEE arrangements, the IAC will apply as described in Section 5.2.10(A)(4) preceding and the charges are set forth in Section 10.5.7(A)(8) following.

NETWORK INTERCONNECTION SERVICES

5. Collocation (Cont'd)5.10 Collocation at Remote Terminal Equipment Enclosures (CRTEE) (Cont'd)5.10.5 Rates and Charges (Cont'd)(B) Monthly Rates

- (1) The Land and Buildings rate as set forth in Section 10.5.7(B)(1) following, is associated with the footprint of the equipment bay located in the RTEE. The rate is assessed per ¼ rack or fraction thereof.
- (2) The DC Power rate as set forth in Section 10.5.7(B)(2) following, will apply as described in Section 5.1.17(B)(3) preceding.
- (3) The HVAC rate as set forth in Section 10.5.7(B)(3) following, will apply as described in Section 5.1.17(B)(4) preceding.
- (4) The Cable Rack rate as set forth in Section 10.5.7(B)(4) following, will apply as described in Section 5.1.17(B)(5) preceding.
- (5) A Relay Rack rate as set forth in Section 10.5.7(B)(5) following, will apply, as described in Section 5.2.10(B)(6) preceding.
- (6) The SAC POT Bay Termination rate as set forth in Section 10.5.7(B)(6) following, will apply as described in Section 5.1.17(B)(6) preceding.
- (7) The SAC Cable and Frame Termination rate as set forth in Section 10.5.7(B)(7) following, will apply as described in Section 5.1.17(B)(7) preceding.
- (8) The IAC rate as set forth in Section 10.5.7(B)(8) following, will apply as described in Section 5.2.10(B)(2) preceding.

C) Other Charges

- (1) The Escort Service charge as set forth in Section 10.5.7(C)(1) following, will apply as described in Section 5.2.10(C)(4) preceding. (T)
- (2) The Miscellaneous Collocation Power Service charge as set forth in Section 10.5.7(C)(2) following, will apply as described in Section 5.2.10(C)(5) preceding. (N)