COLLOCATION SERVICE

19.1 General

19.1.1 Verizon (hereafter referred to as the Company) shall provide collocation services in accordance with, and subject to, the terms and conditions of this tariff and any additional applicable regulations in other Company tariffs. The Company shall provide collocation services under this tariff only to those parties which have an effective interconnection agreement with the Company for this state under Sections 251 and 252 of the Telecommunications Act of 1996, or have adopted such an agreements pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this tariff to the extent permitted by applicable law. As required by applicable law, the Company shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this tariff or other Company tariffs on Bona Fide Request (BFR) basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this tariff or the collocation of any equipment hereunder: (1) the Company does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) the Company does not intend to, and therefore does not, establish any precedent, waiver, course of dealing or in any way evidence the Company's position or intent with regard to future collocation requests; and (3) the Company specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 and any other subsequent court decisions affecting rules adopted by the FCC to implement collocation under Section 251 of the Telecommunications Act of 1996 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. Alp. LEGIS 4111 (D.C. Car. 2000).

19.1.2 Collocation provides for access to the Company's premises for the purpose of interconnection and/or access to unbundled network elements, including its central offices, serving wire centers and all other buildings or similar structures owned, leased, or otherwise controlled by the Company that house the Company's network facilities for the purpose of interconnection for the exchange of traffic with the Company and/or for access to unbundled network elements.

19.1.3 Collocation shall be accomplished through Caged, Cageless, Virtual, or Microwave Collocation, except in those instances where not practical for technical reasons or due to space limitations. In such cases, the Company shall provide Adjacent Collocation or other methods of collocation, subject to space availability and technically feasibility.

19.1.4 The provision of Collocation by the Company, as set forth in this tariff, does not constitute a joint undertaking with the Competitive Local Exchange Carrier (CLEC) for the furnishing of the services. In addition, the regulations, terms and conditions of this tariff do not apply to any CLEC offering of services to its subscribers.

19.2. Description of Types of Collocation

19.2.1 Single Caged

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within a Company premises. (C)

19.2.2 Shared Caged

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Company premises. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the Host CLEC (Host) and the other(s) to be the Guest CLEC (Guest).

COLLOCATION SERVICE

19.2 General

19.2.2 Shared Caged (Cont'd)

The Host and Guest(s) are solely responsible for determining whether to share a shared cage collocation arrangement and if so, upon what terms and conditions. The Host and Guest(s) must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The Company will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the Host and the Guest(s), but the Company will provide the Host with information on the proportionate share of the non-recurring charges for each CLEC in the shared arrangement. The Host will be responsible for ordering and payment of all collocation applicable services ordered by the Host and Guest(s). Each Host and Guest will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the Host and/or Guest(s) for unbundled network elements ordered.

The Host CLEC and Guest(s) are the Company's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Host is reimbursed for all or any portion of such charges by the Guest(s). All terms and conditions for caged collocation as described in this tariff will apply to shared caged collocation requirements. (C)

19.2.3 Subleased Caged

Vacant space available in a CLEC's existing caged collocation arrangement may be made available to a third party for the purpose of interconnection and/or for access to unbundled network elements in the Company's premises via the subleasing collocation arrangement. The CLEC subleases floor space to (C)
the third party pursuant to terms and conditions agreed to by the CLEC and third party involved. The CLEC and third party must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a caged collocation arrangement and if so, upon what terms and conditions. The Company will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangements between the CLEC and the third party. The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party/parties.

Each CLEC and third party will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party/parties are the Company's customers and have all the rights and obligations applicable hereunder to CLEC customers purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party/parties. All terms and conditions for caged collocation as described in this Tariff will apply to subleased caged collocation requirements. (C)

COLLOCATION SERVICE

19.2. Description of Types of Collocation (Cont'd)

19.2.4 Cageless

Cageless collocation is a form of collocation in which CLECs can place their equipment in Company premises conditioned space. A cageless collocation arrangement allows a CLEC, using Company approved vendors, to install equipment in single bay increments in an area designated by the Company. The equipment location will be designated by the Company and will vary based on individual premises configurations. CLEC equipment will not share the same equipment bays with Company equipment. (C)

19.2.5 Adjacent

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Company property for collocation for the purposes of provisioning expanded interconnection and/or access to unbundled network elements in accordance with the terms and conditions of this tariff. Adjacent collocation is only an option when the following conditions are met:

- Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and

- It is technically feasible to construct or procure a hut or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards.

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 CLEC may not take any action establishing an adjacent structure that will force the Company to violate any zoning requirements or any federal, state or local regulations, ordinances or laws.

Any construction by the CLEC on Company property must comply with Company technical specifications as they related environmental safety and grounding requirements set forth in the Company's Collocation Service Packet. The Company will make available power and physical collocation services to the CLEC in the same non-discriminatory manner as it provides to itself for the Company's own Remote Equipment Buildings (REBs).

* * * (C)

19.2.6 Virtual

Under virtual collocation, the Telephone Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section 19.12.

19.2.7 Microwave

Physical collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such collocation is not practical for technical reasons or because of space limitations. Microwave collocation provides for the interconnection of CLEC or Company provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Company premises. Additional details on Microwave Collocation are set forth in Section 19.13.

COLLOCATION SERVICE

19.3. Ordering Conditions

19.3.1 Application

(A) Point of Contact

The CLEC must request collocation arrangements through the Company's point of contact. Completed applications for collocation must be sent directly to the Company's Collocation Project Manager at the following address:

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

Additional information and requirements regarding collocation may be obtained from the Company's public website at www.verizon.com.

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form and submit the non-refundable engineering fee set forth in 14. following for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in 14. following on an individual case basis (ICB) associated with complying with the application request.

The Company will process collocation requests from CLECs on a first-come, first-serve basis pursuant to the Company's receipt of a completed application form and the non-refundable engineering fee.

* * * (C)

COLLOCATION SERVICE

19.3. Ordering Conditions (Cont'd)

19.3.2 Space Availability

Subject to forecasting requirements, the 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 Company's response will be one of the following: (C)

(A) There is space and the Company will proceed with the arrangement. (C)

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

(C) There is no readily available space however, the 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 Company will proceed as described in A or B above.

19.3.3 Collocation Schedule (C)

If space is available, the Company will provide to the CLEC a collocation schedule describing the 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 Company provided collocation schedule to pay 50% of the applicable non-recurring charges associated with the ordered collocation services.

If the application is deficient, the 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 within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

19.3.4 Reserved For Future Use

COLLOCATION SERVICE

19.3. Ordering Conditions (Cont'd)

19.3.5 Augmentation

All requests for an addition, partial reduction or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under certain the circumstances outlined below. The definition of a major or minor augment is as follows: (C)

(A) Major Augments are those requests that require additional AC or DC power, add equipment that generates more BTUs of heat, add transmission or power cables or an increase in the caged floor space, over what the CLEC requested in its original application. A complete application and Engineering Fee will be required when submitting a request that requires a major augment. (C)

(B) Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that do not require more AC or DC power, add equipment that generates more BTUs of heat, do not add transmission or power cables, or increase the floor space, over what the CLEC requested in its original application. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DSO, DS1, and DS3 cross connects for access to unbundled network elements are included as minor augments providing no additional transmission cables are required. (C) (C)

Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLEC including but not limited to: installation of Virtual Equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Company to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage. Prior to the installation of the additional equipment the CLEC agrees to provide the Company with an application form with an updated equipment listing that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this tariff for the purpose of ensuring compliance with Company safety standards.

19.3.6 Expansion

The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where the CLEC seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLEC to expand its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.

19.3.7 Relocation

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLEC will be responsible for all costs associated with the relocation of its equipment.

COLLOCATION SERVICE

19.4. Installation and Operation

19.4.1 Joint Planning and Implementation Intervals (C)

(A) The Company and the CLEC shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) 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 fifteen (15) business days resulting in a ninety-one (91) business day interval. The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity, is forty-five (45) business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:
(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
(4) 28 DS1 terminations, or
(5) 24 DS3 terminations, or
(6) 12 fiber terminations, or
(7) Conversion of 2-wire to 4-wire voice grade terminations (minimum of 100 – maximum of 800), or
(8) 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or
(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 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 Company that the CLEC's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

(B) For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

(C) The following standard implementation milestones, in business days, will apply unless the CLEC and Company jointly decide otherwise.

- Day 1 – CLEC submits completed application and associated fee.
- Day 8 – The Company notifies CLEC that request can be accommodated and advises of due date.
- Day 17 – CLEC notifies the Company of its intent to proceed and submits 50% payment.
- 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.
- Day 76 – The Company and CLEC attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not defined herein.

19.4. Installation and Operation (Cont'd)

19.4.1 Joint Planning and Implementation Intervals (Cont'd) (C)

(D) The forty-five (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 collocation space to distribution 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 in its collocation space to support the requested terminations/facilities.
(3) In large central office premises with complex cable runs (i.e. multiple floors), the Company may request to negotiate extensions to the forty-five (45) day interval.

(E) A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must complete in order 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 Company becomes aware of the possibility of vendor delays, the Company will first contact the CLEC to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The applicable labor rates in 5.14 following will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the 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 Company in completing the 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.

(F) Intervals for non-standard arrangements, including Adjacent collocation, shall be mutually agreed upon by the CLEC and the Company.

(G) The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLEC of the time estimate as soon as possible.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.2 Forecasting and Use of Data

(A) The Company will request from the CLEC forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLEC will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, square footage required (Caged), number of bays (Cageless), a 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. (C) (C)

If the 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. If the Company commits to condition space based on forecasts, CLECs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment fee. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecasts in staffing decisions and will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

(B) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the 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) (C)

- No forecast: Interval Start Date commences 2 months after application receipt date. (C)
- Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date.
- 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. (C)
- Forecast received 2 months or more prior to application receipt date: Interval start date commences on the application receipt date.

* * *

19.4.3 Collocation Capacity

(A) The 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 Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Company and the CLEC fail to agree to smooth demand, the 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)

(B) If the Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described in the preceding section will be held accountable for the accuracy of their forecasts. (C)

19.4. Installation and Operation (Cont'd)

19.4.4 Vendor Capacity

The Company will continuously seek to improve vendor performance for all premises work, including collocation. Since the vendors require notice in order to meet increase in demand, the Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards. (C)

19.4.5 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 of negligence of the Party claiming excusable delay or failure to perform. (C)

19.4.6 Space Preparation

(A) Cage Construction

For caged collocation, the Company will construct the cage with a standard enclosure or the CLEC may subcontract this work to a Company approved contractor.

(B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company will assign collocation space to the CLEC in a just, reasonable, nondiscriminatory manner. The Company will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Company will assign caged and cageless 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 Company's premises 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 wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises.

The Company may assign caged and caged collocation to space separate from space housing the Company's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to the Company's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of the Company is separated from space housing the Company's equipment; (3) The separated space will be available in the same 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.

19.4. Installation and Operation (Cont'd)

19.4.6 Space Preparation

(B) Site Selection/Power (Cont'd)

The Company shall provide, at the rates set forth in 14. following, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Company equipment within that premises. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

(C) DC Power

The Company will provide DC Power to the collocation arrangement as specified by the CLEC in its collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. CLECs must order a minimum of ten (10) load amps for each caged, cageless, and virtual collocation arrangement. CLECs may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC Power will be applied based on the total number of load amps ordered on each feed. (C)

For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed and 20 load amps on the B feed. The Company will permit the CLEC to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, the CLEC could order that each feed be fused at 50 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., 40 amps, and not based on the total number of amps available for the fuse size ordered.

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 Company will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.

The 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 Company may measure the DC power drawn at an arrangement by monitoring the Company's power distribution point. In those instances where the Company needs access to the collocation arrangement to make these measurements, the Company will schedule a joint meeting with the CLEC.

(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.

19.4. Installation and Operation (Cont'd)

19.4.6 Space Preparation

(C) DC Power (Cont'd)

(2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment: (C)

(a) The Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) 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 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 (10) business days will result in a n increase in the amount of power being billed to the audited load amount.

(b) For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, 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 will be 110% of load.

(3) If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 2.b preceding, that arrangement is subject to the following treatment:

(a) The Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Company will not wait for the CLEC or require it to be present during the second inspection.

(b) The Company will assess a nonrecurring charge for the additional labor to perform this inspection. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in 16.51 following.

(c) The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Company or require it to be present during the CLEC test. Upon request of the CLEC, the Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Company's.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

(C)

19.4.6 Space Preparation

(C) DC Power (Cont'd)

(3) (Cont'd)

(d) If the second test also exceeds the applicable buffer zone, the Company will provide the CLEC with written notification, within ten (1) business days, by certified U.S. mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the 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.

(e) The Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The 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 Company from making the notice described in paragraph f. following.

(f) If the CLEC disagrees with the results of the audit, it will first notify the Company. The Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke the Commission's Abbreviated Dispute Resolution Process (ADRP). ADRP can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) 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 over the buffer zone.

(g) With the notification required by subparagraph C.3.d., the 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 (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections the Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in this section.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.6 Space Preparation

(C) DC Power (Cont'd)

(4) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows: (C)

(a) For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its payment to the fund to the Company within ten (10) calendar days of making the payment.

(b) For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its payment to the tund to the Company within ten (10) calendar days of making the payment.

(c) For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its payment to the fund to the Company within ten (10) calendar days of making the payment.

(d) For more than three (3) violations within the same consecutive twelve (12) month period, the Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to a fund to be designated by the Commission.

(e) The 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 a fund to be designated by the Commission, under the provisions set forth preceding. The Company will provide a copy of the CLEC notification to the Commission, under seal.

(5) At the conclusion of any ADRP proceeding in which the Company receives a favorable ruling, the above penalties (including the revised billing) will be self-executing. The Company will notify the Commission of the violation as described in 19.4.6(C)(4)(e) preceding, but no Commission action or approval is needed to begin the revised billing and for the separate and additional penalty to be paid to the fund to be designated by the Commission.

(6) If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the buffer zone, and the augment is late due to the fault of the Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4e. preceding.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.6 Space Preparation

(C) DC Power (Cont'd)

Annually, each 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 in its Collocation applications. This attestation, which must be received by the Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Company in the state. If the CLEC fails to submit this written statement by the last day in June, the Company will notify the CLEC in writing that it has thirty (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.

Whenever the Company is required to perform work on an Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Company will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in Section 19.16.51 following.

If the CLEC orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, the Company will require an Engineering/Major Augment Fee with an application as set forth in Section 19.16.1 following, subject to the terms and conditions described in Section 19.3.5. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Engineering/Major Augment Fee as set forth in Section 19.16.1 following applies. The Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

19.4.7 Equipment and Facilities

(A) Purchase of Equipment

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLEC chooses, the Company will assist the CLEC in the purchase of equipment by establishing a contact point with Verizon Logistics, Inc. The Company is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLEC relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Company.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.7 Equipment and Facilities (Cont'd)

(B) Permissible Equipment

The 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 Company at a level equal in quality to that which the Company obtains within its own network or the 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.

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 the preceding paragraph. 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 telecommunications 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 the preceding paragraph must not cause the equipment to significantly increase the burden on the Company's property.

Whenever the Company objects to collocation of equipment by a requesting CLEC for purposes within the scope of Section 251(c)(6) of the Act, the Company shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

The CLEC may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Company premises environmental standards.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.7 Equipment and Facilities (Cont'd)

(C) Specifications (C)

Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All CLEC entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Company services or facilities. The CLEC's designated and installed equipment located within the Company premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of the Company's Network Equipment Installation Standards (The Company Information Publication IP 72201) and the Company's Central Office Engineering Standards (The Company Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and the Company's technical specifications, the CLEC and the Company will make a good faith effort to resolve the difference. The CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Company, other CLEC(s), tenant(s) or any other party. If such interference occurs, the Company may take action as permitted under Section 19.10 of this Tariff.

CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own central office equipment as defined in the Company's NEBS requirements RNSA-NEB-95-0003, Revision 10 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 Company's RNSA-NEB-95-0003, Revision 10 or higher.

In addition, the CLEC may install equipment that has been deployed by the Company for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment.

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

19.4. Installation and Operation (Cont'd)

19.4.7 Equipment and Facilities (Cont'd)

* * * (C)

(D) Cable

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference the CLEC is responsible for providing fire retardant riser cable that meets Company standards. The Company is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the collocation space. The Company is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated innerduct. (C)

If the CLEC provides its own fiber optic facility, then the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for the Company to be able to fully extend such cable through to the CLEC's collocation space.

(E) Manhole/Splicing Restrictions

The Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by the Company to be pulled through the premises conduit to the CLEC collocation arrangement. The Company is responsible for installing a cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

19.4. Installation and Operation (Cont'd)

19.4.7 Equipment and Facilities (Cont'd)

(F) Access Points and Restrictions

The interconnection point for caged and cageless collocation is the point where collocation cable facilities connect to Company termination equipment. The demarcation point for the CLEC is its terminal equipment or interconnect/cross connect panel within its cage, bay/frame or cabinet. The CLEC must tag all entrance facilities to indicate ownership. The CLEC will not be allowed access to Company DSX line-ups, MDF or any other Company facility termination points. The DSX, MDF, or fiber distribution panels are to be considered Company demarcation points only. Only Company employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

(G) Staging Area

For caged and cageless collocation arrangements, the CLEC shall have the right to use the designated staging area, a portion of the premises and loading areas, if available, on a temporary basis during its equipment installation work in the collocation space. The CLEC is responsible for protecting the Company's equipment and premises walls and flooring within the staging area and along the staging route. The CLEC will meet all Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Company in an acceptable condition upon completion of the installation work. The CLEC may also utilize a staging trailer, which can be located on the exterior premises. The Company may assess the CLEC a market value lease rate for the area occupied by the trailer.

(H) Testing

Upon installation of the CLEC equipment, with prior notice, the Company will schedule an agreed upon time with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment If the CLEC cannot attend the scheduled turn-up phase meeting for any reason, the CLEC must provide the Company with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, the Company reserves the right to charge the CLEC additional labor rates set forth in Section 19.16 for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the collocation arrangement. (C) (C)

(I) Interconnection Between Collocated Spaces

(1) Dedicated Transit Service (DTS), which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Company premises, using Company provided distribution facilities. DTS is available for DS), DS1, DS3, and dark fiber cross connects. In addition, the Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Bases (ICB) as requested by a CLEC. The Company will offer DTS to requesting CLECs as long as such access is technically feasible.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.7 Equipment and Facilities (Cont'd)

(I) Interconnection Between Collocated Spaces (Cont'd)

(1) (Cont'd)

DTS is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Company premises, provided that the collocated equipment is used for interconnection with the Company and/or for access to the Company's unbundled network elements. The Company shall provide such DTS connections from the CLECs 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. DTS is provided at the same transmission level from CLEC to CLEC.

The DTS arrangement requires the requesting CLEC to provide cable assignment information for itself as well as for the other CLEC. The Company will not make cable assignments for DTS. The requesting CLEC is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLEC must also provide a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLEC. DTS service order and service connection rates are specified in Section 16.

(2) (NOTE: Collocator to Collocator Interconnect arrangements will only be provided under the terms and conditions of this section to CLECs with existing arrangements. Additions, rearrangements, and moves are not permitted.)

The Company shall provide, upon the CLECs request, a Collocator to Collocator Interconnect arrangement between its equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, the CLEC must submit an Application Form, ASR, and a Minor Augment Fee. The Company will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route.

The CLEC has the option of providing all cables and connectors for the arrangement and the option of running the cables for the Collocator to Collocator Interconnect Arrangement. If the Company provides the cables and connectors and/or runs the cable, the applicable cable and labor rates in 16. following will be applied.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.7 Equipment and Facilities (Cont'd)

(J) Optical Facility Terminations

CLECs who request access to unbundled dark fiber and unbundled optical interoffice facilities may apply for a fiber optic patchcord connection(s) between the Company's fiber distribution panel (FDP) and the CLEC's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber and unbundled optical interoffice facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled optical interoffice facilities, and Dedicated Transit Service.

(K) Non-Compliant Installations and Operations (C)

If at any time the Company reasonably determines that either the CLEC's collocation equipment or the engineering and installation do not meet the requirements outlined in this tariff, the CLEC will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the CLEC fails to correct any non-compliance with these standards within thirty (30) days' written notice to the CLEC, the Company may have the equipment removed or the condition corrected at the CLEC's expense. If, during the installation phase, the Company reasonably determines that any CLEC designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, the Company has the right to immediately stop the work until the problem is corrected to the Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Company employees, interferes with the performance of the Company's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the CLEC. The reasonable cost of said work and/or actions shall be borne by the CLEC. The Company reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to the CLEC if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If the CLEC equipment poses an immediate safety threat, the CLEC shall remove the equipment immediately.

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COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.8 Access to Collocation Space

The Company will permit CLEC employees, agents, and contractors approved by the Company to have direct access to CLEC caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. The CLEC must abide by all Telephone Company security practices for non-Company employees with access to Company premises as described in the Company's security guidelines, which will be provided upon request. The Company reserves the right, with 24 hours prior notice to the CLEC, to access the CLEC's collocated partitioned space to perform periodic inspections to ensure compliance with Company installation, safety and security practices. Where the CLEC shares a common entrance to the premises with the Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. The Company reserves the right to permanently remove and/or deny access from Company premises any CLEC employee, agent, or contractor who violates the Company's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Company. (C) (C)

19.4.9 Network Outage, Damage and Reporting

The CLEC shall be responsible for:

- Any damage or network outage occurring as a result of CLEC owned or designated termination equipment in Company premises;
- Providing trouble report status when requested;
- Providing a contact number that is readily accessible 24 hours a day, 7 days a week;
- Notifying the Company of significant outages which could impact or degrade the Company's switches and services and provide estimated clearing time for restoral; and
- Testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a CLEC service.

The Company will make every effort to contact the CLEC in the event CLEC equipment disrupts the network. If the Company is unable to make contact with the CLEC, the Company shall temporarily disconnect the CLEC's service, as provided in 4.7. following.

19.4. Installation and Operation (Cont'd)

19.4.10 Security Requirements

(A) Security Measures

The CLEC must agree that its employees/vendors with access to Company premises shall at all times adhere to the rules of conduct established by the Company for the premises and Company personnel and vendors as described in the Company's Security Guidelines, which will be provided upon request. The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Company network or facilities or to comply with applicable laws and regulations. The Company will provide the CLEC with written notice of such changes. Where applicable, the Company will provide information to the CLEC on the specific type of security training required so its employees can complete such training. (C) (C)

The CLEC will maintain with the Company a list of all CLEC employees who are currently authorized by the CLEC to access its caged and cageless collocation space and will include social security numbers of all such individuals. The CLEC will also maintain with the Company a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless collocation space. Only those individuals approved by the Company will be allowed access to Company premises and caged and cageless collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All CLEC personnel must obtain and prominently display a valid non-employee Company identification card. Former employees of the Company will be given access to the Company premises by the CLEC in accordance with the Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Company's premises. The Company reserves the right to revoke any identification badge and/or access card of any CLEC employee or agent found in violations of the terms and conditions set forth herein. (C)

The CLEC must follow the Company's security guidelines, which are published on the Company's web site. The Company may suspend a CLEC employee or agent from the Company's premises if his/her actions materially affect the safety and/or integrity of the Company's network or the safety of Company or other CLEC employees/agents. Unless the CLEC employee or agent poses an immediate threat to the Company or other CLECs, the Company will provide the CLEC with a written explanation of violations committed by the CLEC employee or agent four (4) business days prior to suspending the CLEC employee or agent from Company premises. The CLEC will have two (2) business days to respond to the Company's notification. Any such employee or agent may later be allowed readmission to the Company premises on mutually agreeable terms. Nothing in this section, however, restricts the Company's authority to bar the CLEC employee or agent from Company premises for violating the Company's security guidelines.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.10 Security Requirements (Cont'd)

(B) Security Standards

The Company will be solely responsible for determining the appropriate level of security in each premises. The Company reserves the right to deny access to Company buildings for any CLEC employee, agent or contractor who cannot meet the Company's established security standards. Employees, agents or contractors of the CLEC are required to meet the same security requirements and adhere to the same work rules that Company employees and contractors are required to follow.

The Company also reserves the right to deny access to Company buildings for CLEC employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.

CLEC employees, agents or contractors who meet the Company's established security standards will be provided access to the CLEC's collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. If CLEC employees, agents or contractors request and are granted access to other areas of the Company's premises, a Company employee, agent or contractor may accompany and observe the CLEC employee(s), agent(s) or contractor(s) at no cost to the CLEC.

The Company may use reasonable security measures to protect its equipment, including, for example, 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 Company.

19.4. Installation and Operation (Cont'd)

19.4.10 Security Requirements (Cont'd)

(B) Security Standards (Cont'd) (C)

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

The Company may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: (1) Construction of a separate entrance is technically feasible; (2) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (3) Construction of a separate entrance will not artificially delay collocation provisioning; and (4) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

(C) Access Cards/Identification

Access cards or keys will be provided to no more than a reasonable number of CLEC appointed individuals for each Company premises. All CLEC employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLEC. The ID must be worn on the individual's exterior clothing while on Company premises. The Company will provide the CLEC with instructions and necessary access cards or keys to obtain access to Company buildings.

The CLEC is required to immediately notify the Company by the most expeditious means, when any CLEC employee, agent or contractor with access privileges to Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. The CLEC is responsible for the immediate retrieval and return to the Company all keys, access cards or other means of obtaining access to Company buildings upon termination of employment of an employee and/or termination of service. The CLEC shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or upon failure of it or its employee, agent or contractor to return them to the Company.

COLLOCATION SERVICE

19.4. Installation and Operation (Cont'd)

19.4.11 Emergency Access

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 access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLEC in advance of any such emergency access. If advance notification is not possible the Company will provide notification of any such entry to the CLEC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLEC facilities or equipment and its ability to provide service. The Company will restrict access to CLEC collocation space to persons necessary to handle such an emergency.

The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. The Company reserves the right, without prior notice, to access CLEC collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the CLEC or CLEC equipment upon the operation of Company equipment, facilities and/or employees located outside the CLEC's collocation space. The Company will notify the CLEC as soon as possible when such an event has occurred.

In case of a Company work stoppage, CLEC employees, contractors or agents will comply with the emergency operation procedures established by the Company. Such emergency procedures should not directly affect CLEC access to its premises, or ability to provide service. The CLEC will notify the Company point of contact of any work stoppages by CLEC employees.

19.5. Space Requirements

19.5.1 Space Availability

If the Company is unable to accommodate caged and cageless collocation requests at a premises due to space limitations or other technical reasons, the Company will post a list of all such sites on its Website and will update the list within ten (10) calendar days of the date at which a premises runs out of caged and cageless collocation space. This information will be listed at the following public Internet URL:

http://www.gte.com/Regulatory

Where the Company has denied a physical collocation request at a premises due to space limitations or other technical reasons, the Company shall: (C)

(A) Submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of the premises, which show what space, if any, the Company or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and

(B) Allow the CLEC to tour the entire premises, without charge, within ten (10) calendar days of the tour request.

19.5.2 Minimum/Maximum/Additional Space

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space requested for an existing caged, cageless and/or adjacent collocation arrangement will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in 14. The Company will not be required to lease additional space when available space has been exhausted.

COLLOCATION SERVICE

19.5. Space Requirements (Cont'd)

19.5.3 Use of Space

The Company and CLEC will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this tariff, the CLEC shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Company premises. The CLEC shall use the collocation space solely for the purposes of installing, maintaining and operating its equipment to interconnect for the exchange of traffic with the Company and/or for purposes of accessing unbundled network elements. The CLEC shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of the Company. The collocation space may not be used for administrative purposes and may not be used as CLEC employee(s) work location, office or retail space, or storage. The collocation space shall not be used as the CLEC's mailing or shipping address.

19.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's and its affilliates own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures in 5.1. The CLEC shall not be permitted to reserve premises cable space or conduit system. If new conduit is required, the Company will negotiate with the CLEC to determine an alternative arrangement for the specific location. The CLEC will be allowed to reserve collocation space for its caged/cageless arrangements based on its documented forecast provided to the Company and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to the Company seeking to reserve vacant space for its own specific use. CLEC Cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

19.5.5 Collocation Space Report

Upon request by the CLEC and upon its signing a collocation nondisclosure agreement, the Company will make available a Collocation Space Report with the following information for the premises requested:

- Detailed description and amount of caged and cageless collocation space available; (C)
- Number of telecommunications carriers with existing collocation arrangements;
- Modifications of the use of space since the last Collocation Space Report requested; and,
- Measures being taken, if any, to make additional Collocation spaces available.

The Collocation Space Report is not required prior to the submission of a collocation application for a specific premises in order to determine collocation space availability for the premises. The Collocation Space Report will be provided to a CLEC within ten (10) calendar days of the request, provided the request is submitted during the ordinary course of business. A Collocation Space Report fee, will be assessed per request and per premises.

19.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of 5.4 preceding, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements.

19.5. Space Requirements (Cont'd)

19.5.6 Reclamation (Cont'd)

The Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, the Company will reimburse the CLEC for reasonable direct costs and expenses in connection with such reclamation. The Company will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

19.6. Liability and Indemnification (C)

(A) No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

Subject to the preceding and to the provisions following, with respect to any claim or suit, by a CLEC or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by the Company for the service for the period during which service was affected.

(B) The Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.

(C) The Company is not liable for damages to the CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's gross negligence or willful misconduct.

(D) The Company shall be indemnified, defended and held harmless by the CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Company's facilities;

(2) Claims for patent infringement arising from the CLEC's or its end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or the CLEC;

(3) All other claims arising out of any act or omission of the end user and/or CLEC in the course of using services provided pursuant to this tariff;

(4) All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLEC or its end user in connection with facilities provided by the Company, the CLEC, or the end user; or

COLLOCATION SERVICE

19.6. Liability and Indemnification (C)

(D) (Cont'd)

(5) The Company shall not be liable to the CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Company has been advised of the possibility of such loss or damage.

(E) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the CLEC from any and all claims by any person relating to such CLEC's use of services so provided.

(F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

(G) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

(H) The Company shall not be liable for any act or omission of any other entity furnishing to the CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the CLEC or CLEC end user, or due to the failure of equipment, facilities, or services provided by the CLEC or its end user.

(I) 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 premises, unless caused by the gross negligence or willful misconduct of the party's agents or employees.

(J) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's 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 Company's premises, or by any act or omission of the 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 Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

COLLOCATION SERVICE

19.6. Liability and Indemnification (Cont'd) (C)

(J) (Cont'd)

The 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 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 Company's provision of service within or on the exterior of the premises of 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.

A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(1) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(2) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(3) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(4) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

COLLOCATION SERVICE

19.6. Liability and Indemnification (Cont'd) (C)

(K) The CLEC shall indemnify, defend and save harmless the 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 premises by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.

(L) The CLEC shall indemnify, defend, and hold harmless the 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.

(M) The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the 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. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

(N) The 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 premises, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The 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 Company, its directors, officers and employees, servants, agents, affiliates and parent.

(O) The 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 premises and, as appropriate, cable space.

(C)

19.7. Insurance

19.7.1 The CLEC shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

(A) Commercial general liability coverage on an occurrence basis in an amount of $1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of $2,000,000. This coverage shall include contractual liability.

(B) Umbrella/Excess Liability coverage in an amount of $10,000,000 excess of coverage specified in (A) above.

(C) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property located on or within Company premises. The CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.

(D) Statutory Workers Compensation coverage.

(E) Employers Liability coverage in an amount of $500,000 each accident.

(F) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary. The coverage requirements described in (C) through (F) above shall only be required if the CLEC orders collocation services pursuant to this Tariff. The minimum amounts of insurance required in this section may be satisfied by the CLEC purchasing primary coverage in the amounts specified or by the CLEC buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the CLEC's option, so long as the total amount of insurance meets the Company's requirements.

19.7.2 Deductibles

Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Company, and the Company reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the CLEC.

COLLOCATION SERVICE

19.7. Insurance (Cont'd) (C)

19.7.3 Additional Insureds

The Company and its affiliates (which includes any corporation controlled by, controlling or in common control with the Company parent corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by the CLEC. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that the Company has secured to protect itself. All of the insurance afforded by the CLEC shall be primary in all respects, including the CLEC's Umbrella/Excess Liability insurance. The Company's insurance coverage shall be excess over any indemnification and insurance afforded by the CLEC and required hereby.

19.7.4 Waiver of Subrogation Rights

The CLEC waives and will require all of its insurers to waive all rights of subrogation against the Company (including the Company parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

19.7.5 Evidence of Insurance

All insurance must be in effect on or before the Company authorizes access by CLEC employees or placement of CLEC equipment or facilities within the Company's premises and such insurance shall remain in force as long as the CLEC's facilities remain within any space governed by this Tariff. If the CLEC fails to maintain the coverage, the Company may pay the premiums and seek reimbursement from the CLEC. Failure to make a timely reimbursement will result in disconnection of service. The CLEC agrees to submit to the Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Company will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal.

19.7. Insurance (Cont'd)

19.7.5 Evidence of Insurance (Cont'd)

At least thirty (30) days prior to the expiration of the policy, the Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Company's request, the CLEC shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that the Company has been named as an additional insured, prior to commencement of any service. In no event shall permitting CLEC access be construed as a waiver of the right of the Company to assert a claim against the CLEC for breach of the obligations established in this section.

19.7.6 Compliance Requirements

The CLEC shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming the Company (including the Company's parent corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against the Company (including the Company's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, the CLEC shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At the Company's request, the CLEC shall supply to the Company copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. The CLEC must also conform to the recommendation(s) made by the Company's fire insurance company, which the Company has already agreed to or shall hereafter agree to.

19.7.7 Self Insurance (C)

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 Company under the insurance provisions set forth in this section. If the CLEC self insures, the CLEC shall furnish to the 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.

19.8. Confidentiality

In addition to its other confidentiality obligations hereunder, the CLEC shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLEC as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities. Similarly, the Company shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by a CLEC in connection with Collocation, or known to the Company as a result of the interconnection of the CLEC's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLEC on a need to know basis only. Neither the Company nor the CLEC shall be obligated to hold in confidence information that:

- Was already known to the CLEC free of any obligation to keep such information confidential;
- Was or becomes publicly available by other than unauthorized disclosure; or
- Was rightfully obtained from a third party not obligated to hold such information in confidence.

19.9. Casualty

(A.) If the collocation equipment location or any part thereof is damaged by fire or other casualty, the CLEC shall give immediate notice thereof to The Company. Tariff regulations will remain in full force and effect except as set forth following: (C)

(i) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by The Company, the damages thereto shall be repaired by and at the expense of The Company. Non-recurring and 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 Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in (B) following. If the Company elects to restore the collocation equipment location, the 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 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 Company's reasonable control.

(ii) If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by The Company, then applicable non-recurring and 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 Company. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in (B) following. If The Company elects to restore the collocation equipment location, The 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 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 Company's reasonable control.

(iii) 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 Company or the CLEC, then the applicable non-recurring and 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. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Company-approved contractor and must be approved in advance by The Company. The Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions specified in (B) following.

(iv) 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 Company may terminate the CLEC's collocation arrangement immediately.

(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 Company shall decide to demolish it or to rebuild it, then, in any of such events, the Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, The 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 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.

(C)

19.9. Casualty (Cont'd) (C)

(C) After any such casualty and upon request by The 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.

(D) In the event non-recurring and/or recurring charges were suspended pursuant to the foregoing section (A), the CLEC's liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the 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.

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

(F) Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, The 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 releasers' 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.

(G) The 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.

19.10. Implementation and Termination of Service

19.10.1 Implementation of Collocation Charges

The Company shall provide the CLEC with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and will 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.

A. Collection of Non-Recurring Charges. The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 19.3.3. 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.

B. 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 19.10.4.

C. 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 Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the 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 19.10.4.

If the Company ascertains 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 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 the notification to retain the collocation space by notifying the 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.

COLLOCATION SERVICE

19.10. Implementation and Termination of Service (Cont'd)

(C)

19.10.2 Grounds for Termination by the Company

Failure by the CLEC to comply with the terms and conditions of this tariff, including nonpayment of rates and charges, may result in termination of collocation service. In addition to the other grounds for termination of collocation services set forth herein, the Company reserves the right to terminate such services upon thirty (30) calendar days notice in the event the CLEC: (a) is not in conformance with provisions of this tariff or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLECs.

The Company also reserves the right to terminate such services, without prior notice, in the event the CLEC's collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of the Company's equipment and facilities or to Company employees located outside the CLEC's collocation space.

The Company reserves the right to inspect the CLEC's collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If the Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), the Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days notice.

If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 19.10.4.

19.10.3 Termination by CLEC

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

(A) 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 Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 19.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 19.10.1(A). 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.

(B) 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 Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

a. Effective date of CLEC termination on or between Days 1 to 15, CLEC owes 20% of nonrecurring charges.
b. Effective date of CLEC termination on or between Days 16 to 30, CLEC owes 40% of nonrecurring charges.
c. Effective date of CLEC termination on or between Days 31 to 45, CLEC owes 60% of nonrecurring charges.
d. Effective date of CLEC termination on or between Days 46 to 60, CLEC owes 80% of nonrecurring charges.
e. Effective date of CLEC termination after Day 60, CLEC owes 100% of non-recurring charges.

COLLOCATION SERVICE

19.10. Implementation and Termination of Service (Cont'd)

19.10.3 Termination by CLEC (Cont'd)

If after applying these percentages to NRCs already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by CLEC to the Company, with any remaining refund amount issued to CLEC. Engineering/Major Augment fees submitted with the application will not be refunded. (C)

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

19.10.4 Effects of Termination

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

(A) 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 Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Company's option. The CLEC shall reimburse the Company for all costs the Company incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC.

The 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 19.16.51 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 Company discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover.

(B) Refund of Non-Recurring Charges. If the Company or the CLEC has terminated a collocation arrangement pursuant to Sections 19.10.2 and 19.10.3 and the CLEC ("original CLEC") has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), the original CLEC will receive a refund from the Company for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If the Company uses an asset for which a CLEC paid a non-recurring charge, the Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating prorated refunds to a CLEC, the Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, and any remaining refund amount will be issued to the CLEC. Engineering/Major Augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

19.10.5 Closure, Decommissioning or Sale Premises

Collocation arrangements will automatically terminate if the premise in which the collocation space is located is closed, decommissioned or sold and no longer houses the 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 Company will provide notice to the CLEC as soon as practicable. The Company will work with the CLEC to identify alternate collocation arrangements. The Company will work cooperatively with the CLEC to minimize any potential for service interruption resulting from such actions.

COLLOCATION SERVICE

19.11. Miscellaneous

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize the premises space in such a manner as will best enable it to fulfill its service requirements. The CLEC does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that a CLEC requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLEC may not use Company official lines.

COLLOCATION SERVICE

19.12. Virtual Collocation

(A) Description

Under virtual collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. A CLEC provides fiber-optic facilities through Company entrance manholes for connection to the CLEC virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred as manhole zero. From this manhole into the premises, the Company shall assume ownership of and 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 as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.

Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.

If the CLEC requests virtual collocation of equipment other than the standard virtual arrangement, the CLEC and Company will mutually agree upon the type of equipment to be virtually collocated.

(B) Implementation Intervals and Planning

The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The 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 Company will notify the CLEC of issues or unanticipated delays, as they become known. The 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.

The implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six 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 Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. The Company and the CLEC shall mutually agree upon intervals for non-standard arrangements. (C) (C)

COLLOCATION SERVICE

19.12. Virtual Collocation (Cont'd)

(C) Transmission Failure

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.

(D) Accommodations

Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLEC within eight (8) business days of the results of this review and site survey. (C)

The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. 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 premises. The Company will operate and maintain exclusive control over this equipment inside the premises.

Where the Company uses approved contractors for installation, maintenance or repair of Virtual collocation arrangements, the CLEC may hire the same approved contractors directly for installation, maintenance or repair of CLEC designated equipment.

Where the Company does not use contractors, CLEC designated equipment and CLEC provided facilities used in the provision of Virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLEC designated equipment under the same timeframe and standards as its own equipment.

CLEC personnel are not allowed on the Company premises to maintain and repair on Virtual collocation equipment.

The Company shall monitor local premises and environmental alarms to support the equipment. The Company will notify the CLEC if a local office alarm detects an equipment affecting condition.

The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.

No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to Section 19.12(K)).

COLLOCATION SERVICE

19.12. Virtual Collocation (Cont'd) (C)

(E) Plug-ins and Spare Cards

When a plug-in/card is determined by the Company to be defective, the 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 Company will not provide spare plug-ins/cards under any circumstances, nor is the Company responsible for the CLEC's failure to replace defective plug-ins/cards. The Company shall not be held responsible if the CLEC provides an inadequate supply of plug-ins/cards. The Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in/card cabinet.

The CLEC shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, the CLEC shall provide the 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 Company and the CLEC, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by the CLEC prior to delivery to the Company.

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.

Upon receiving notification from the Company that a plug-in/card has been replaced, the CLEC is then responsible to contact the Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, the CLEC shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to the 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.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC.

COLLOCATION SERVICE

19.12. Virtual Collocation (Cont'd) (C)

(F) Safety and Technical Standards

The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Company, provision of service to the CLEC may in any way interfere with or adversely affect the Company's network or its ability to service other CLECs.

All CLEC equipment to be installed in Company premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and the Company's central office environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in 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 Company adequate documentation from an accredited source certifying compliance. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

All the CLEC's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

(G) Control Over Premises Based Equipment

The Company exercises exclusive physical control over the premises-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 Company under the direction of the CLEC.

(H) Removal of Equipment

The 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 GR – 1089 – CORE.

COLLOCATION SERVICE

19.12. Virtual Collocation (Cont'd) (C)

(I) Installation and Trouble Resolution

The 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.

(J) Placement, Removal and Monitoring of Facilities and Equipment

From manhole zero toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. The CLEC has the responsibility to remotely monitor and control their circuits terminating in the Company's premises, however, the CLEC will not enter the Company's premises under virtual collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. A clear distinction must be made by the CLEC when submitting reports of troubles on the Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 19.12(K)).

When the CLEC isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the 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.

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.

If the CLEC is providing its own transport fiber for the virtual collocation arrangement, the CLEC will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC.

The CLEC shall provide, own, and operate the terminal equipment at their site outside the Company's premises.

COLLOCATION SERVICE

19.12. Virtual Collocation (Cont'd) (C)

(K) Use of Non-Standard Equipment

When a CLEC requests a virtual collocation arrangement consisting of equipment which the Company does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, the CLEC shall be responsible for training 50%, but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLEC with adequate manufacturer's training.

The CLEC is responsible to arrange and pay all costs (including but not limited to transportation and lodging for 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 Company technicians' time subject to tariffed rates. 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 Company technicians directly.

In the event of an equipment upgrade, the CLEC must provide secondary training subject to the provisions contained herein.

(L) Additions and Rearrangements

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 along with a Virtual Engineering/Major Augment fee.

COLLOCATION SERVICE

19.12. Virtual Collocation (Cont'd) (C)

(M) Application of Rates and Charges

(1) Billing

The Company will apply charges (e.g., nonrecurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual collocation arrangement 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 Company to commence billing.

The Company shall charge the CLEC for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company's planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLEC's fiber in manhole zero, including license fees, shall be the responsibility of the CLEC.

(2) Virtual Engineering Fee

The Company will require a Virtual Engineering/Major Augment fee (NRC) per virtual collocation request, per premises or other Company location where the CLEC requests to establish virtual collocation. A Virtual Engineering/Major Augment fee 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 Company's performance of an initial site visit and an engineering evaluation.

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 Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

(3) Other Virtual Collocation Rate Elements

The application, description, and rates of other Virtual Collocation rate elements are described in Sections 19.15 and 19.16.

(N) Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Augment Application described in Section 19.3.5. Requests for converting a Virtual arrangement to a Cageless arrangement that requires no physical changes to the arrangement will be assessed a Minor Augment fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineering/Major Augment Fee and other applicable charges. The Company will notify the CLEC within ten (10) business days following receipt of the completed Augment Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in Section 19.3.7.

COLLOCATION SERVICE

19.13. Microwave Collocation (Cont'd) (C)

Microwave collocation is available on a first-come first-served basis where technically feasible. 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 Company facilities through the collocation arrangement

(A) Accommodations

The 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 Company's interconnection point. Waveguide may not be placed in Company cable risers or racks. The 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.

The Company will designate the space in, on or above the exterior walls and roof of the premises, which will constitute the roof space or transmitter/receiver space. The 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 Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of the Company, the antenna support structure shall be built, owned and maintained by either the Company or by the CLEC. The Company reserves the right to use existing support structures for a CLEC's antenna, subject to space and capacity limitations. The 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 Company is the owner of the structure, it shall keep such records in accordance with the FCC'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.

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.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the CLEC's interior collocation space, or in a separate location inside or on the exterior of the building as determined by the Company.

COLLOCATION SERVICE

19.13. Microwave Collocation (Cont'd) (C)

(B) Security

The Company will permit the CLEC's employees, agents and contractors approved by the 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 Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, the Company will provide access on a per event basis.

The Company will also permit all approved employees, agents and contractors of the CLEC 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.

(C) Safety and Technical Standards

The 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 specified in GR – 1089 – CORE. The Company will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

The Company reserves the right to review wind or ice loadings, etc., for antennas over 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 minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over 10 feet in height, the CLEC or if applicable, the Company, shall have the complete structure, including guys and supports, inspected every two 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 Company within 10 days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

The CLEC shall provide written notice to the 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.

All CLEC microwave equipment to be installed in or on the exterior of the Company premises must be on the Company's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

COLLOCATION SERVICE

19.13. Microwave Collocation (Cont'd) (C)

(C) Safety and Technical Standards (Continued)

The CLEC must comply with Company technical specifications for microwave collocation interconnection specified in NIP – 74171 and the Company's digital switch environmental requirements specified in 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 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 FCC and the FAA.

CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All CLEC microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and the Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Company services or facilities.

The equipment located in, on or above the exterior walls or roof of the Company's building must either be on the Company's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premises engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Company service or facilities.

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 radio frequency radiation. The minimum standard to be met by the CLEC in all cases is specified in ANSI C95.1 – 1982.

CLEC equipment must conform to the same specific risk, safety, hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

COLLOCATION SERVICE

19.13. Microwave Collocation (Cont'd) (C)

(D) Placement and Removal of Facilities and Equipment

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.

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 Company or a hired agent of the Company.

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.

The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: 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.

The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

(E) Moves, Replacements or Other Modifications

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 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 Company.

COLLOCATION SERVICE

19.13. Microwave Collocation (Cont'd) (C)

(F) Space and Facilities

Monthly rates are applicable to each microwave CLEC for the space (generally on the premises roof) associated with Company or CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the foot print, which resultant is multiplied by the CLEC's 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 owner of the support structure may charge CLECs proposing to use the structure, on a one-time basis, for the following costs and/or values. 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. 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.

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 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 antennas 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 antennas.

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 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 Company's option, ownership of the support structure shall transfer to the Company.

Costs incurred by he Company to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to the CLEC.

COLLOCATION SERVICE

19.13. Microwave Collocation (Cont'd) (C)

(G) Emergency Power and/or Environmental Support

In the event special work must be done by the 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.

(H) Escorting

When a CLEC is escorted by a qualified Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in Section 19.16.51 will apply.

19.14. Rate Regulations (C)

19.14.1 Rates and Charges (C)

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 14. following. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

19.14.2 Billing and Payment (C)

The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 19.4.1 preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

19.15. Description and Application of Rate Elements

19.15.1 Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity.

(A) Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

(B) Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing Caged Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables. (C)

(C) Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

(D) Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.

(E) Cage Enclosure Augment

The Cage Enclosure Augment rate is applied to each square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.

(F) BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

19.15. Description and Application of Rate Elements (Cont'd)

19.15.1 Non-Recurring Charges (Cont'd)

(G) Overhead Superstructure

The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.

(H) Facility Pull - Engineering

The Facility Pull - Engineering charge is applied per project to recover the engineering costs of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave atennae facilities on the rooftop to the collocation cage or relay track.

(I) Facility Pull

The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, fiber distribution panel.

(J) Cable Termination

The Cable Termination charge is applied per 100 pair DSO cable terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable and fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, fiber distribution panel. (C)

(K) Fiber Cable Pull-Engineering

The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into the Company's central office.

(L) Fiber Cable Pull-Place Innerduct

The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

(M) Fiber Cable Pull-Labor

This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into the Company's central office.

COLLOCATION SERVICE

19.15. Description and Application of Rate Elements (Cont'd)

19.15.1 Non-Recurring Charges (Cont'd)

(N) Fiber Cable Pull-Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(O) Fiber Splice-Engineering

The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

(P) Fiber Splice

The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

(Q) DC Power

Non-recurring charges for DC Power are applied for each caged, cageless and virtual collocation arrangement and major DC Power augments to existing arrangements. These charges recover the Company's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC power feed will require two (2) cables.

(R) Cable Material Charges

The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless and virtual collocation arrangements. If the Company provides these cables, the applicable Cable Material Charge will be charged. (C)

(S) Adjacent Engineering Fee

The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

(T) Adjacent Fiber Cable Pull–Engineering

The Adjacent Fiber Cable Pull–Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

(U) Adjacent Fiber Cable Pull–Place Innerduct

This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

19.15. Description and Application of Rate Elements (Cont'd)

19.15.1 Non-Recurring Charges (Cont'd)

(V) Adjacent Fiber Cable Pull–Labor (C)

This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull–Engineering above.

(W) Adjacent–Cable Fire Retardant (C)

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(X) Adjacent Metallic Cable Pull–Engineering (C)

This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

(Y) Adjacent Metallic Cable Pull–Labor (C)

This charge covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.

(Z) Adjacent Cable Splice–Engineering (C)

This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

(AA) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair (C)

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AB) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair (C)

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AC) Adjacent Fiber Cable Splice (C)

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

19.15. Description and Application of Rate Elements (Cont'd)

19.15.1 Non-Recurring Charges (Cont'd)

(AD) Adjacent Facility Pull-Engineering (C)

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AE) Adjacent Facility Pull-Labor (C)

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AF) Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized) (C)

These charges cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AG) Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized) (C)

These charges cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AH) Adjacent DS3 Coaxial Cable Termination (Preconnectorized) /Adjacent DS3 Coaxial Cable Termination (Unconnectorized) (C)

These charges cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AI) Adjacent Fiber Cable Termination (C)

This charge covers the labor of terminating fiber cable, per fiber strand, for adjacent collocation to a fiber distribution panel.

COLLOCATION SERVICE

19.15. Description and Application of Rate Elements (Cont'd)

19.15.1 Non-Recurring Charges (Cont'd)

(AJ) Collocation Space Report

When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.

(AK) Miscellaneous Services–Labor

Additional labor, if required by the Company to complete a collocation request, disconnect collocation power cables, remove collocation equipment, or perform inventory services for CLECs will be rated as set forth in the Company's Facilities for Intrastate Access Tariff, Section 19.16. (C)

(AL) Engineering/Major Augment Fee (Microwave Only)

The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

(AM) Facility Pull (Microwave Only)

The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

(AN) Building Penetration for Microwave Cable

The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

(AO) Special Work for Microwave

The costs incurred by the Company for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

COLLOCATION SERVICE

19.15. Description and Application of Rate Elements (Cont'd)

19.15.1 Non-Recurring Charges (Cont'd)

(AP) Virtual Equipment Installation (C)

The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

(AQ) Virtual Software Upgrade (C)

The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

(AR) Virtual Card Installation (C)

The Virtual Card Installation charge is applied per card when the Company, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

(AS) Cage Ground Bar (C)

If a CLEC elects to subcontract collocation cage construction to a Company approved contractor, the Company will provision a ground bar in the CLEC's cage. The charge is applied per ground bar and recovers the material and labor costs to install the grounding bar, including necessary grounding wire.

(AT) Dedicated Transit Service (DTS) Service Order Charge (C)

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

(AU) Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

(AV) Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3 and dark fiber circuits for DTS.

COLLOCATION SERVICE

19.15. Description and Application of Rate Elements (Cont'd)

19.15.2 Monthly Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

(A) Caged Floor Space

Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

19.15. Description and Application of Rate Elements (Cont'd) (C)

19.15.2 Monthly Charges (Cont'd) (C)

(C) Cabinet Floor Space

The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.

(D) Cable Subduct Space–Manhole

This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

(E) Cable Subduct Space

The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

(F) Fiber Cable Vault Splice

The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splice within the Company's cable vault.

(G) Cable Rack Space-Metallic

The Cable Space–Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within the Company's cable rack system.

(H) Cable Rack Space-Fiber

The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.

19.15. Description and Application of Rate Elements (Cont'd)

19.15.2 Monthly Charges (Cont'd)

(I) DC Power

The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment. (C)

(J) Facility Termination

This charge is applied per cable terminated. This charge is designed to recover the labor and material cost of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

(M) BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

(N) Building Modification

The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

(O) Environmental Conditioning

The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises. (C)

(P) Adjacent Cable Subduct Space–Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

(Q) Adjacent Cable Subduct Space

The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

19.15. Description and Application of Rate Elements (Cont'd) (C)

19.15.2 Monthly Charges (Cont'd) (C)

(R) Adjacent Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

(S) Adjacent Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

(T) Adjacent Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

(U) Adjacent Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

(V) Adjacent Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

(W) Adjacent Cable Vault Space

The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

(X) Adjacent Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

COLLOCATION SERVICE

19.15. Description and Application of Rate Elements (Cont'd) (C)

19.15.2 Monthly Charges (Cont'd)

(Y) Microwave Rooftop Space

Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

(Z) Virtual Equipment Maintenance

The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

COLLOCATION SERVICE

19.16. Rates and Charges

		NRC	MONTHLY CHARGE	
19.16.1	Engineering/Major Augment Fee, Per Occurrence			(C)
	Caged or Cageless	$1,128.53	--	
	Virtual or Microwave	576.34	--	
	Microwave Augment	1,327.68	--	
19.16.2	Minor Augment Fee, Per Occurrence	199.42	--	(C)
19.16.3	Access Card Administration, Per Card	18.32	--	(C)
19.16.4	Cage Enclosure			(C)
	25 to 100 Sq.Ft. Cage	5,541.52	--	
	101 to 200 Sq.Ft. Cage	6,405.72	--	
	201 to 300 Sq.Ft. Cage	7,963.16	--	
	301 to 400 Sq.Ft. Cage	9,520.59	--	
	401 to 500 Sq.Ft. Cage	11,078.02	--	
19.16.5	Cage Enclosure Augment			(C)
	Per Sq.Ft. Fencing	14.62	--	
19.16.6	BITS Timing,			(C)
	Per Project	306.28	--	
	Per Month	--	$12.00	
19.16.7	Overhead Superstructure, Per Project	2,475.90	--	(C)
19.16.8	Facility Pull/Termination-Engineering,			(C)
	Per Project	75.96	--	
19.16.9	Facility Pull, Per Cable Run			(C)
	Metallic	212.10	--	
	Fiber Optic Patchcord	212.75	--	

COLLOCATION SERVICE

19.16. Rates and Charges (Cont'd)

	NRC	MONTHLY CHARGE	
19.16.13 Cable Termination			
DSO Cable, per 100 pair cable terminated	$ 4.21	--	
DS1 Cable, per 28 pair cable terminated	1.05	--	
DS3 Coaxial Cable (Preconnectorized) per cable terminated	1.05	--	
DS3 Coaxial Cable (Unconnectorized) per cable terminated	10.54	--	
Fiber Optic Patchcord per termination	1.15	--	
19.16.1 Fiber Cable Pull-Engineering			
Per Project	606.30	--	
19.16.15 Fiber Cable Pull-Place Innerduct			
Per Linear Foot	1.33	--	
19.16.16 Fiber Cable Pull-Labor			
Per Linear Foot	.68	--	
19.16.17 Fiber Cable Pull-Cable Fire Retardant			
Per Occurrence	42.14	--	
19.16.18 Fiber Splice-Engineering			
Per Project	30.32	--	
19.16.19 Fiber Cable Splice			
Per Fiber	56.90	--	
19.16.20 DC Power			(C)
Engineering, Per Project	75.96	--	|
Cable Pull/Termination, Per Cable	1,359.63	--	|
Ground Wire, Per Wire	18.12	--	|
Facility and Utility, Per Load Amp (10 Amp Min)	--	16.09	|

COLLOCATION SERVICE

19.16. Rates and Charges (Cont'd)

		NRC	MONTHLY CHARGE	
19.16.18	Cable Material Charge, Per Cable Run			
	Facility Cable			
	DSO Cable (Connectorized)			
	100 Pair	$328.28	--	
	DS1 Cable (Connectorized)	304.78	--	
	DS3 Coaxial Cable	83.84	--	
*	*		*	(C)
	Fiber Optic Patchcord-24 Fiber (Connectorized)	832.50	--	
	Facility Cable, per linear foot			
	Category 5 (Connectorized)	1.10	--	
	Power Cable			
	Wire Power 1/0	91.57	--	
	Wire Power 2/0	133.01	--	
	Wire Power 3/0	148.41	--	
	Wire Power 4/0	182.41	--	
	Wire Power 350 MCM	311.37	--	
	Wire Power 500 MCM	434.07	--	
	Wire Power 750 MCM	668.68	--	
19.16.19	Caged Floor Space, Per Square Foot, Per Month	--	$3.56	
19.16.20	Relay Rack Floor Space, Per Linear Foot, Per Month	--	15.13	
19.16.21	Cabinet Floor Space, Per Linear Foot, Per Month	--	20.48	
19.16.22	Cable Subduct Space-Manhole Per Project, Per Month	--	6.44	

COLLOCATION SERVICE

19.16. Rates and Charges (Cont'd)

	NRC	MONTHLY CHARGE	
19.16.23 Cable Subduct Space			
Per Linear Foot, Per Month	--	$ .05	
19.16.24 Fiber Cable Vault Splice-48 Fiber			
Material, Per Splice, Per Month	--	9.28	
19.16.25 Fiber Cable Vault Splice-48 Fiber			
Per Subduct, Per Month	--	.96	
19.16.26 Fiber Cable Vault Splice-96 Fiber			
Material, Per Splice, Per Month	--	26.43	
19.16.27 Fiber Cable Vault Splice-96 Fiber			
Per Subduct, Per Month	--	.96	
19.16.28 Cable Rack Space-Metallic			
Per Cable Run, Per Month	--	1.81	
19.16.29 Cable Rack Space-Fiber			
Fiber Entrance Facility Cable,			
Per Innerduct Foot, Per Month	--	.02	
Fiber Optic Patchcord to Fiber Distribution Frame,			
Per Cable, Per Month	--	.52	
19.16.30 Fiber Optic Patchcord			
Per Connector, Per Month		1.05	
19.16.31 Facility Termination			
DSO, Per 100 Pair, Per Month	--	4.00	
DS1, Per 28 Pair, Per Month	--	17.00	
DS3, Per DS3, Per Month	--	12.00	
19.16.32 Building Modification			
Per Request	--	225.65	
19.16.33 Environmental Conditioning			
Per Load Amp DC Power (10 Amp Min)	--	2.41	(C)
19.16.34 Adjacent Engineering Fee			
On-Site, Per Occurrence	$958.00	--	

COLLOCATION SERVICE

19.16. Rates and Charges (Cont'd) (C)

	NRC	MONTHLY CHARGE	
19.16.35 Adjacent Fiber Cable Pull-Engineering, Per Project	$606.30	--	(C)
19.16.36 Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot	1.33	--	(C)
19.16.37 Adjacent Fiber Cable Pull Per Linear Foot	.68	--	(C)
19.16.38 Adjacent Cable Fire Retardant Per Occurrence	42.14	--	(C)
19.16.39 Adjacent Metallic Cable Pull-Engineering, Per Project	606.30	--	(C)
19.16.40 Adjacent Metallic Cable Pull Per Linear Foot	.99	--	(C)
19.16.41 Adjacent Metallic Cable Splice			(C)
Engineering, Per Project	30.32	--	
Greater than 200 Pair, Per DSO/DS1 Pair	1.10	--	
200 Pair or Less, Per DSO/DS1 Pair	2.83	--	
19.16.42 Adjacent Fiber Cable Splice			(C)
Engineering, Per Fiber	30.32	--	
48 Fiber or Less, Per Fiber	56.90	--	
Greater than 48 Fiber, Per Fiber	45.19	--	
19.16.42 Adjacent Facility Pull-Engineering Per Project	75.96	--	(C)

COLLOCATION SERVICE

19.16. Rates and Charges (Cont'd) (C)

	NRC	MONTHLY CHARGE	
19.16.43 Adjacent Facility Pull			(C)
Per Linear Foot	$1.05	--	
19.16.44 Adjacent Cable Termination			(C)
DSO Cable (Connectorized)			
Per 100 Pair	4.21	--	
DSO Cable (Unconnectorized)			
Per 100 Pair	42.14	--	
DS1 Cable (Connectorized)			
Per 28 Pair	1.05	--	
DS1 Cable (Unconnectorized)			
Per 28 Pair	31.61	--	
DS3 Coaxial Cable (Preconnectorized)			
Per DS3	1.05	--	
DS3 Cable (Unconnectorized)			
Per DS3	10.54	--	
Fiber Cable, Per Fiber Termination	56.90	--	
19.16.45 Adjacent Subduct Space			(C)
Manhole, Per Project	--	$6.44	
Per Linear Foot	--	.05	
19.16.46 Adjacent Conduit Space (4" Duct)			(C)
Manhole, Metallic, Per Conduit	--	12.05	
Metallic, Per Linear Foot	--	.06	
19.16.47 Adjacent Facility Termination-Material			(C)
DSO Cable, Per 100 Pair	--	3.66	
DS1 Cable, Per 28 Pair	--	16.22	
DS3 Cable, Per Coaxial	--	11.46	

19.16. Rates and Charges (Cont'd) (C)

	NRC	MONTHLY CHARGE	
19.16.48 Adjacent Cable Vault Space			(C)
Per 1200 Pair, Material, Per Splice	--	$478.11	
Per 1200 Pair, Per Cable	--	3.57	
Per 900 Pair, Material, Per Splice	--	349.81	
Per 900 Pair, Per Cable	--	3.23	
Per 600 Pair, Material, Per Splice	--	232.78	
Per 600 Pair, Per Cable	--	2.31	
Per 100 Pair, Material, Per Splice	--	47.84	
Per 100 Pair, Per Cable	--	.53	
Per 48 Fiber, Material, Per Splice	--	9.28	
Per 48 Fiber, Per Subduct	--	.96	
Per 96 Fiber, Material, Per Splice	--	26.43	
Per 96 Fiber, Per Subduct	--	.96	
			(C)
19.16.49 Adjacent Cable Rack Space			
Metallic DSO, Per Linear Foot	--	.01	
Metallic DS1, Per Linear Foot	--	.01	
Fiber, Per Innerduct Foot	--	.02	
Coaxial, Per Linear Foot	--	.01	
19.16.50 Collocation Space Report-Per Wire Center or Access Tandem Requested	$1,217.52	--	(C)
19.16.51 Labor Rates, Per Technician			(C)
Basic Business Day			
1st Half Hour	38.44	--	
Each Additional Half Hour	19.22	--	
Overtime Non-Business Day			
1st Half Hour	100.00	--	
Each Additional Half Hour	75.00	--	
Premium Non-Business Day			
1st Half Hour	150.00	--	
Each Additional Half Hour	125.00	--	
19.16.52 Facility Pull (Microwave Only), Per Linear Foot	1.15	--	(C)
19.16.53 Microwave Rooftop Space			(C)
Per Square Foot, Per Month	--	3.83	
19.16.54 Building Penetration for Microwave Cable, Per Occurrence	ICB		(C)
19.16.55 Special Work for Microwave Cable, Per Occurrence	ICB		(C)

COLLOCATION SERVICE

19.16. Rates and Charges (Cont'd)

		NRC	MONTHLY CHARGE	
19.16.56	Virtual Equipment Installation, Per Quarter Rack	$3,392.33	--	
19.16.57	Virtual Software Upgrade, Per Base Unit	98.90	--	
19.16.58	Virtual Card Installation, Per Card	217.47		
19.16.59	Virtual Equipment Maintenance, Per Quarter Rack	--	$74.63	
19.16.60	Cage Ground Bar	1,470.53	--	
19.16.61	Dedicated Transit Service (DTS)			(C)
	DS0			
	Service Order, Semi-Mechanized, per order	21.89		
	Service Order, Manual, per order	38.02		
	Service Connection CO Wiring, per jumper	6.95		
	Service Connection, Provisioning, per order	55.57		
	DS1, DS3, Dark Fiber			
	Service Order, Semi-Mechanized, per order	21.89		
	Service Order, Manual, per order	38.02		
	Service Connection CO Wiring, per jumper	16.91		
	Service Connection, Provisioning, per order	108.56		