CLEC COLLOCATED INTERCONNECTION SERVICE

A. GENERAL

This Section contains regulations, terms and conditions for CLEC Collocated Interconnection, hereafter referred to as "Collocated Interconnection" or "Collocation". This Section does not apply to any other service offered by the Telephone Company. Collocation provides for access to the Telephone Company for purposes of interconnection and/or access to unbundled network elements including the Telephone Company central offices and serving wire centers, and all other buildings or similar structures owned, leased, or otherwise controlled by the Telephone Company that house the Telephone Company's network facilities. The standard method of interconnection is through a point of interconnection ("POT") bay. CLECs may propose alternative means of interconnection that are technically feasible by submitting a bona fide request for negotiation.

The Telephone Company undertakes to provide Collocated Interconnection offered in this Section pursuant to the regulations, terms and conditions specified herein.

The provision of Collocated Interconnection by the Telephone Company as set forth in this Section does not constitute a joint undertaking with the CLEC for the furnishing of the CLEC's services.

Collocated Interconnection is subject to the General Regulations as put forth in Section 1, unless otherwise stated herein.

Collocation will be provided to CLECs on a first-come, first-served basis subject to the conditions in Section B.2. following. The CLEC shall complete a written application for occupancy of any collocation arrangement, cable space, or conduit space, and shall include payment of an Application Fee as set forth in following J. If space is unavailable or a CLEC withdraws its request, the Application Fee, less the costs incurred by the Telephone Company (e.g., engineering record search and inspection of central office premises to determine availability of space, and administrative activities required to process the application) will be refunded. Receipt of the Application Fee will determine the order of priority of the CLEC's request.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS

1. General Regulations

a. Service Description

Connections to Physical or Virtual Collocation are available through fiber optic, microwave facilities or leased facilities of a third party. All collocation may be accomplished through Physical Collocation, Virtual Collocation or both, except in those instances where insufficient space is available to accommodate Physical Collocation. Physical Collocation includes traditional Physical Collocation, Secured Collocation Open Physical Environment (SCOPE) and Cageless Collocation - Open Environment (CCOE).

Physical Collocation will be provided subject to the provisions specified in C. following.

Shared Physical Collocation Arrangement will be provided subject to the provisions specified in D. following.

Secured Collocation Open Physical Environment - (SCOPE) will be provided subject to the provisions specified in E. following.

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

Dedicated Cable Support (DCS) will be provided subject to the provisions specified in G. following. This service is only furnished to CLECs with existing DCS arrangements. Additions, rearrangements and moves are not permitted.

Virtual Collocation will be provided subject to the provisions specified in H. following.

Adjacent Structures will be provided subject to the provisions specified in K. following.

Collocation at Remote Terminal Equipment Enclosures (CRTEE) will be provided subject to the provisions specified in M. following.

The Telephone Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the 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.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

a. Service Description (Cont'd)

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 logical nexus between the additional functions the equipment would perform and the telecommunication services the CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on the Company's property.

Collocated Interconnection is available for microwave collocation where feasible on an Individual Case Basis.

The Interconnection Cross Connect can be provided at the fiber optic level, the DS3 level (44.736 Mbps), the DS1 level (1.544 Mbps), and at the voice grade level.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

b. The CLEC must provide the Telephone Company with the appropriate Application Fees, as specified in J., following, along with a completed Collocation Application Form, for each central office Collocated Interconnection arrangement requested.

c. The Telephone Company will process applications for Collocation on a first-come, first-served basis as determined through the receipt of a completed Collocation Application Form and applicable Application Fee in accordance with the provisions of the Telephone Company Tariff. No work or design and planning will commence until after the CLEC has provided to the Telephone Company the applicable Application Fee as specified in Section J. following.

d. The Telephone Company shall designate all spaces to be occupied by the CLEC's facilities.

The Telephone Company will assign collocation space to CLECs in a just, reasonable, and nondiscriminatory manner. The Telephone Company will allow CLECs requesting physical collocation to submit space preferences on the Application. The Telephone Company will assign physical space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the 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 physical collocation, or preclude unreasonably, physical collocation within the Company's premises.

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

e. Collocation will be provided on a first-come, first-served basis where space and facilities exist. In such instances where two or more requests for space are received at the same time for a central office building with limited space, a lottery will be administered to determine the order of selection of applicants.

f. In the event that the CLEC withdraws the application prior to completion, the Telephone Company will refund the pre-paid Application Fee, less the reasonable costs incurred. If a CLEC cancels or withdraws its application prior to turn-up, the CLEC is responsible for all costs and liabilities incurred by the Telephone Company in developing, establishing, or otherwise furnishing the Collocation arrangement up to the point of cancellation or withdrawal.

g. Upon receipt of the CLEC's first Collocation Application Form, the Telephone Company will, upon request, make available to the CLEC at no cost any applicable Telephone Company-specific documentation as listed in 8. following. The CLEC is responsible for obtaining all other documentation.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. Joint Planning and Implementation Intervals for Physical collocation

The Telephone Company and the CLEC shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The Physical Collocation arrangement implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six months (6) 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 forecast six 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 linesharing/ 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 voice grade to 4 wire (minimum 100 – maximum 800)
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 Telephone Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Telephone Company that the CLEC’s cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

For 2 wire and 4 wire voice grade, all pairs must be spare and in consecutive 100 pair counts.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. Joint Planning and Implementation Intervals for Physical collocation (Cont'd)

The following standard implementation milestones will apply, in business days, unless the CLEC and Telephone Company jointly decide otherwise:

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

The 45 business day augment interval is subject to the following requirements:

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

A preliminary schedule will be developed outlining major implementation milestones. The CLEC and the Telephone 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 Telephone Company becomes aware of the possibility of vendor delays, the Telephone Company will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Telephone Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Telephone Company and the 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 Telephone Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The applicable labor rates in section J. following will be applied for the escorted visit.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. Joint Planning and Implementation Intervals for Physical collocation (Cont'd)
In the case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

Intervals for non-standard arrangements, including Adjacent Collocation, shall be mutually agreed upon by the CLEC and the Telephone Company.

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

i. The Telephone Company shall have the right to terminate all Collocated Interconnection arrangements at any time with respect to Collocated Interconnection and associated Cable Support Structure(s) and Cable Space(s) where the central office premises becomes the subject of a taking by an eminent authority having such power. The Telephone Company will notify the CLEC in writing as soon as practicable but at least 180 days in advance of such terminations unless the Telephone Company is notified in less than 180 days. The Telephone Company will identify the schedule, as soon as practicable, by which the CLEC must proceed to have the CLEC's equipment or property removed from the Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s). The Telephone Company will work cooperatively with the CLEC to minimize any potential for service interruption, resulting from their re-location. The CLEC shall have no claim against the Telephone Company.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

i. (Cont'd)

for: (1) any relocation expenses (unless the Telephone Company is awarded relocation expense as part of any award made for such taking), (2) any part of any award that may be made for such taking or value of any unexpired initial term or renewal period(s) that results from a termination by the Telephone Company, or (3) any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing the CLEC from making its own claim against the eminent authority ordering the taking of the central office premises.

j. The CLEC may terminate Collocated Interconnection arrangements or any portion thereof, Cable Support Structure Space, Cable Space(s) and other arrangements described following by giving ninety (90) days' prior written notice to the Telephone Company. The CLEC is responsible for all costs incurred.

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

l. The Telephone Company shall provide, upon CLEC request, a CLEC to CLEC cross connection at the Company's distribution facilities for interconnection between another collocated CLEC at the same premises. The cross connect is provided at the same transmission level from CLEC to CLEC. When initiating a CLEC to CLEC cross connect request, the requesting CLEC must submit an Application Form, ASR, Minor Augment Fee and a letter of agency from the CLEC being cross connected to.

CLEC to CLEC cross connects are available for DS1, DS3, and dark fiber circuits, subject to technical feasibility. The Company will be responsible for completing the cross-connect arrangement. Nonrecurring and monthly recurring CLEC to CLEC Cross Connect charges in Section J will be applied to the requesting CLEC.

CLEC to CLEC cross connects are also available for lit fiber circuits at OC-3, OC-12, and OC-48 levels, subject to technical feasibility. The Company will be responsible for engineering and installing the complete lit fiber cross connect arrangement, including cable installations and terminations from the collocation space to fiber optic terminals and fiber distribution panels. The CLEC has the option of providing all cables and connectors for the arrangement. Nonrecurring and monthly recurring charges specified in Section J for lit fiber cross connects will be applied to both CLECs in the arrangement.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

m. If the Collocated equipment location or Cable Support Structure Space is rendered wholly unusable through no fault of the CLEC, or if the building shall be so damaged that the Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Telephone Company may elect to terminate the Collocated Interconnected arrangements in the damaged building by providing written notification to the CLEC as soon as practicable but no later than 180 days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. The CLEC shall forthwith quit, surrender and vacate the premises without prejudice. However, the Telephone Company's rights and remedies against the CLEC in effect prior to such termination, and any building space and/or conditioning charges, shall be paid up to such date.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

m. (Cont'd)

Any payments of building space and/or conditioning charges made by the CLEC which were on account of any period subsequent to such date shall be returned to the CLEC. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the CLEC shall cooperate with the Telephone Company's restoration by removing from the Collocated Interconnection Space, as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property. The CLEC's liability for building space and/or conditioning charges shall resume either upon occupancy by the CLEC or 30 days after written notice from the Telephone Company that the Collocated Interconnection Space or Cable Support Structure Space is restored to a condition comparable to that existing prior to such casualty. The Telephone Company will work cooperatively with the CLEC to minimize any disruption to service, resulting from any damage. The Telephone Company will provide written notification to the CLEC as soon as practicable detailing its plans to rebuild the Collocated Interconnection building. The Telephone Company will restore service to the CLEC as soon as practicable.

n. Equipment housed in separate Physical, SCOPE or CCOE Collocation arrangements in the same central office may be connected by ordering the appropriate cross-connect to each Collocation arrangement. Cross-connect service provided at the fiber optic level is available only for connection between Collocation arrangements and not in connection with any other service. Dedicated Cable Support (DCS) as defined in G. is also available.

o. The regulations described herein are in addition to other terms and conditions specified in this Tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all applicable fees, rates, charges, application forms and required permits.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

p. When ordering unbundled network elements to a Collocation site, customers must provide the Telephone Company with a Letter of Agency (LOA) from the CLEC authorizing the customer to order to their facility. The LOA should include the quantity and type(s) of services authorized.

q. Removal of Obsolete Unused Equipment

(1) If the Telephone Company refuses a request for collocation interconnection for lack of available space, upon reasonable request of a CLEC or upon the order of the Public Service Commission, the Telephone Company will first remove obsolete unused equipment to make additional space available before seeking to reclaim space from any CLEC.

(2) Although the Telephone Company will review requests to remove equipment on a case-by-case basis, its obligations to remove obsolete unused equipment is irrespective of any specific CLEC request. The Telephone Company shall demonstrate to the Commission that equipment is not unused or obsolete. The Telephone Company is obligated to remove obsolete unused equipment only when the premises is space constrained and space is required to meet a collocation request. The Telephone Company will make a good faith effort to remove unused obsolete equipment prior to exhausting space in the central office.

r. The Telephone Company may retain a limited amount of floor space for its own specific future uses, provided, however, that neither the Telephone Company nor any of its affiliates may reserve space for future use on terms more favorable than those that apply to CLECs seeking to reserve collocation space for their own future use. A three-year reservation period for growth should be used on all transmission, switching, and other miscellaneous equipment. The Telephone Company may petition the Commission for permission to extend the time period beyond three years in situations where it can make an adequate demonstration that additional time is necessary. The Telephone Company may reserve space for seven years for power areas, distribution frame space, and cable vault areas.

2. Forecasting Data

Forecast Requests

a. The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLECs will be required to update the near-term (6-month) forecasted application dates.

Information requested will include central office, month applications expected to be sent, requested in-service month, preference for virtual or physical, and square footage required (physical) or 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 LATA for the forecasted demand.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

2. Forecasting Data (Cont'd)

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

Forecast Received	Interval Start Date Commences
No forecast	2 months after application receipt date
1 month or less prior to application receipt date	2 months after application receipt date
Greater than 1 month and less than 2 months prior to application receipt date	1 month after application receipt date
2 months or more prior to application receipt date	On the application receipt date

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

2. Forecasting Data (Cont'd)

Forecast Requests (Cont'd)

b. (Cont'd)

If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned.

If the Telephone Company commits to condition space based on forecasts, CLECs assigned space will give the Telephone Company a non-refundable deposit equal to the application fee. The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Telephone 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.

c. Collocation Capacity

Telephone Company Capacity

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

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

d. Vendor Capacity

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

2. Forecasting Data (Cont'd)

e. Vendor Delays

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey

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

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

b. Verification of Space Limitations

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

a) There is space and the Telephone Company will proceed with the arrangement.
b) There is no space. The Telephone Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.
c) There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within 20 business days. At the end of this period, the Telephone Company will proceed as described in a) or b) above.

If space is available, the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation services.

If the application is deficient, the Telephone Company will specify in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in their original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

b. Verification of Space Limitations (Cont'd)

(2) When the Telephone Company determines sufficient space is not available to accommodate a Physical Collocation request at a Telephone Company central office, the Telephone Company will, within an additional ten (10) business days of denying a request, unless otherwise agreed to by the requesting CLEC, allow all interested CLECs to tour the Telephone Company central office. In all instances, the Telephone will provide reasonable notice to all CLECs and the Telephone Company, and interested CLECs will make a good faith effort to coordinate tours of the affected Telephone Company premises. Such tours will not be restricted to the room in which space was denied but will include the entire premises. If interested CLECs do not accompany the requesting CLEC on the tour, no further tours will be provided.

In addition, on or before the date of the tour, the Telephone Company will provide Commission Staff and requesting CLECs with access to floor plans at a mutually agreeable location, which may include Verizon affiliate locations, and which indicate, inter alia, future use information, etc.

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

b. Verification of Space Limitations (Cont'd)

(3) If a Telephone Company premises has been deemed exempt from physical collocation requirements of the Telecommunications Act of 1996, the Telephone Company will provide interested CLECs, upon request and issuance of reasonable notice, a tour of the premises in conjunction with the exemption renewal process described in (2) above. Multiple tours will not be provided. The Telephone Company is not obligated to provide a tour to any CLEC after a premise has been deemed exempt by the Commission unless it is part of this exemption renewal process described in (2) above. The Telephone Company shall notify the Commission of any material changes that may make space available at an exempt premises within thirty (30) business days of a determination that a change is likely to occur.

(4) The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space, and will provide construction plans for empty space upon Commission Staff request.

c. The Telephone Company shall maintain a list of CLECs who have applied for and have been previously denied space at the particular exempt premise. When space becomes available in a premises previously found to be exhausted, parties in the queue will be notified and have the opportunity to obtain this space on a first-come, first-served basis within 5 business days after being notified by Verizon that space has become available.

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

A Site Survey/Report Fee will apply as further described in I.5 and set forth in J. following, per request, per central office. The Site Survey/Report is not required prior to submission of an application.

e. In the event the Telephone Company determines that the Telephone Company's or any other entity's cable facilities in the Cable Support Structure or the Telephone Company's central office equipment needs rearrangement to accommodate the CLEC's designated facilities, the Telephone Company will notify the CLEC of any charges, in writing, within 30 days of receipt of the CLEC's request for service.

f. The CLEC agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans, and schedules for the Central Office and installation of the CLEC's designated equipment within the Central Office.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

f. The CLEC agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans, and schedules for the Central Office and installation of the CLEC's designated equipment within the Central Office.

4. Space & Facility

a. Receipt of the completed Collocation application and appropriate application fee will determine the order of priority of CLECs' requests.

b. Should a CLEC vacate its Collocation arrangement, the CLEC will be credited with the Space and Facility Charge (less costs) upon subsequent occupancy of the same Collocation arrangement by another CLEC or if the same Collocation arrangement is used by the Telephone Company. The subsequent CLEC will be responsible for payment of the remaining unamortized amount of the Space and Facility Charge prior to occupying the Collocation arrangement.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

5. Acceptance and Turnover of Space(s)

a. The Telephone Company will notify the CLEC in writing of the completion of the Collocated Interconnection construction work.

b. Before beginning installation work or occupancy, the CLEC must provide the Telephone Company with a signed statement indicating acceptance of the Collocated Interconnection construction work. The Telephone Company will render a final bill after completion of the Collocated Interconnection construction work. Payment is due within 30 days of the bill date.

c. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocated Interconnection space, the CLEC must obtain the Telephone Company's written approval of CLEC-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

d. Temporary Staging Area

The CLECs shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the CLEC's equipment installation work in the Collocated Interconnection space. The CLEC is responsible for protecting the Telephone Company's equipment and central office walls and flooring within the staging area and along the staging route. No storing of equipment and materials overnight will be permitted in the staging area(s) and any common space. The CLEC will meet all Telephone Company fire, safety, security, and environmental requirements. The temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of the installation work. The Telephone Company may assess a cleaning charge for failure to comply with this obligation.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

5. Acceptance and Turnover of Space(s) (Cont'd)

e. Inspections of CLEC's Facilities

The Telephone Company has the right to inspect the completed installation of the CLEC's equipment and facilities to ensure compliance with the provisions of this Tariff and to make reasonable subsequent and periodic inspections of the CLEC's equipment and facilities, associated Cable Space and Cable Support Structure Space. Such further inspections will be at the expense of the CLEC if that CLEC is found to be in material non-compliance with the terms and conditions of this Tariff. The Telephone Company will notify the CLEC in writing at least two weeks in advance of such Telephone Company initiated inspections, and the CLEC shall have the right to be present at the time of inspection. Nothing in this section prohibits the Telephone Company from conducting inspections of an emergency nature or inspections initiated by outside agencies (e.g., fire, safety and insurance). The Telephone Company will notify the CLEC in writing of any outside agency inspection promptly upon being notified by the specific agency requesting such inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the CLEC as soon as reasonably possible. The CLEC shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections.

In the event that an emergency necessitates an inspection, the Telephone Company, as soon as reasonably possible, will notify the CLEC of the emergency, the nature of the emergency, and that an inspection is being conducted in response to the emergency.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

6. Insurance

All following regulations apply, unless otherwise agreed to between the CLEC and the Telephone Company.

(1) The CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance as specified in (2) following and underwritten by insurance companies licensed to do business in the jurisdiction where Collocation occurs having a BEST Insurance rating of at least AA-12 which is consistent with the rating maintained by all companies doing business with the Telephone Company. The Telephone Company shall be named as an ADDITIONAL INSURED and a LOSS PAYEE on ALL applicable policies as specified in (2) following.

(2) (a) Comprehensive General Liability coverage on an occurrence basis for an amount of $2 million combined single limit for bodily injury and property damage, with a policy aggregate of $4 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.

(b) Umbrella/Excess Liability coverage in an amount of $10 million in 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 situated on or within the Telephone Company location(s). The CLEC may also elect to purchase business interruption and contingent business interruption insurance.

(d) (1) Statutory Worker's Compensation coverage
(2) Contractual Liability coverage
(3) Automobile Liability coverage
(4) Employer's Liability coverage in an amount of $2 million.

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

6. Insurance (Cont'd)

(4) All insurance must be in effect on or before the Telephone Company authorizes access by the CLEC employees or placement of CLEC equipment or facilities within the Telephone Company premises and such insurance shall remain in force as long as the CLEC's facilities remain within the Telephone Company's central offices. If the CLEC fails to maintain the coverage, the Telephone Company will assume the expense for such coverage and seek reimbursement from the CLEC. Failure to make a timely reimbursement will constitute a material breach of the terms of this Tariff.

(5) The CLEC shall submit certificates of insurance and copies of policies reflecting the coverage specified in (2) preceding prior to the commencement of the work called for in this tariff. The CLEC shall arrange for the Telephone Company to receive 30 days' advance notice of cancellation from the CLEC's insurance company. Notice of cancellation should be forwarded to the Telephone Company.

(6) The CLEC must also conform to the recommendation(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations the Telephone Company shall hereafter agree to.

(7) Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this tariff arrangement.

(8) Self Insurance: If the CLEC net worth exceeds $100,000,000, the CLEC may elect to self insure in lieu of obtaining any of the insurance required in this section. If the CLEC self insures, the CLEC shall furnish to Verizon, 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.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

7. Use of Space

a. "Efficiently used" shall mean that substantially all of the floor space is taken up by the equipment permitted in the Telephone Company tariffs. Such equipment must be placed no greater than 20% above the minimum distribution permitted by Telecordia Technologies Network Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE).

If the Collocated Interconnection space is not secured in a metal enclosure (cage), the equipment frame placement must adhere to minimum aisle spacing standards for that system between the equipment frame placement and the perimeter of the Collocated Interconnection space as defined in the most recent issue of Telecordia™ Technologies Network Equipment Building System (NEBS) requirements (GR-63-CORE).

The Telephone Company will work cooperatively with the CLEC to accommodate as many collocation arrangements as possible at central offices where there is limited physical space available.

b. If Collocated Interconnection Space is needed to accommodate another CLEC or the Telephone Company's service, the Telephone Company may take back from the CLEC any Collocated Interconnection Space that is not being "efficiently used." In addition, the Telephone Company may take back for the same purposes space not being used at all to house equipment specified in the Telephone Company tariffs for Collocated Interconnection. The CLEC will have one hundred and eighty (180) days from the time of notice by the Telephone Company to the CLEC of the need for such space to ensure that such space is being used in accordance with the terms herein.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance

a. Specifications

(1) 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 Telephone Company services or facilities. The CLEC's designated equipment located within the Telephone Company central office 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 Telephone Company's Network Equipment Installation Standards (Verizon Information Publication IP 72201) and the Telephone Company Central Office Engineering Standards (Verizon 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 Telephone Company's technical specifications, the CLEC and the Telephone Company will make a good faith effort to resolve the difference. If the CLEC and the Telephone Company cannot reach agreement, the dispute may be immediately brought to the Commission for resolution. The CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Telephone Company, other CLEC(s), tenant(s) or any other party. If such interference occurs, the Telephone Company may take action as permitted under 2. of this Tariff.

CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in the Telephone Company's NEBS requirements RNSA-NEB-95-0003, Revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Telephone Company's RNSA-NEB-95-0003, Revision 8 or higher.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont’d)

a. Specifications (Cont’d)

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

a. Specifications (Cont'd)

(2) The Telephone 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 Telephone Company will, at its discretion, furnish to the CLEC written material which will specify and explain the required construction.

b. Entrance Facilities

(1) Entry Points

The Telephone Company will provide, when requested, two separate points of entry to a central office whenever there are at least two entry points for the Telephone Company cable and both entrances have available facilities. In those central offices with only one entry point, a CLEC may request Special Construction of any additional entry points. The Engineering Fee is based on the requested number of entry points. Special Construction charges, as specified in the Special Construction tariff or charges determined on an ICB basis will apply in these instances. CLECs using third-party transport must submit the standard Designated Planning Fee.

(2) Central Office Manhole

The CLEC is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and for leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office to the location of the Collocated Interconnection space or to the Virtual Collocation equipment as the case may be.

A CLEC alternatively may request a Telephone Company-performed splice to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault. If the cable vault splicing option is chosen, the CLEC is still responsible for placement of the fiber optic facility to the central office manhole or another Telephone Company designated location.

The installation and maintenance of the fiber optic cable to the Telephone Company-designated location requires a Verizon escort when access is required outside the designated physical collocation space. Escorts shall be paid for based on rates as specified in J. following. All CLEC work performed on the Telephone Company premises, outside of the collocation area, requires a Telephone Company escort.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

b. Entrance Facilities (Cont'd)

(2) Central Office Manhole (Cont'd)

In the Telephone Company-designated location serving the central office in a Telephone Company manhole, the Telephone Company reserves the right to exclude all equipment and facilities, other than cable, from its central office manholes. No metallic sheath cable may be placed in the Telephone Company manholes or central offices. No CLEC-performed splicing will be permitted in the central office or manhole, except within a Collocated dedicated space.

(3) Point of Interconnection

The Telephone Company will designate Point(s) of Interconnection at the point(s) of demarcation between the CLEC-designated facilities and the Telephone Company's facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company's side of the Point of Interconnection.

(4) Cable Installation and Cable Support Structure

The Telephone Company will extend the CLEC-provided Telephone Company-owned fiber optic cable to the cable vault and place the cable in the Telephone Company-provided fire retardant tubing prior to extension to the central office equipment. Any applicable Special Construction charges will apply.

In Virtual Collocation, the CLEC may opt for the cable vault splicing option. The Telephone Company will extend the CLEC-provided Telephone Company-owned fiber optic cable to the cable vault where it will be spliced to the Telephone Company-provided fire retardant cable.

The Telephone Company is responsible for installing the CLEC-designated fiber optic feeder cable in the Cable Support Structure to the Collocated Interconnection location. The cable installation and Cable Support Fees are specified in J. following.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

c. Point of Interconnection

(1) Physical Collocation

The Telephone Company will designate Point(s) of Interconnection at the point(s) of physical demarcation between CLEC's facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection. The CLEC will pay a Maintenance of Service Charge whenever Telephone Company personnel are required to identify a trouble as being on the CLEC's side of the Point of Interconnection, e.g., in the connection cabling or associated cross connections on the CLEC's side.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

d. Non-Compliant Installations and Operations

If at any time the Telephone Company reasonably determines that either the 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 Telephone Company may have the equipment removed or the condition corrected at the CLEC's expense. If, during the installation phase, the Telephone 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 Telephone Company has the right to immediately stop the work until the problem is corrected to the Telephone Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Telephone Company employees, interferes with the performance of the Telephone Company's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the CLEC. The reasonable cost of said work and/or actions shall be borne by the CLEC. The Telephone Company reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) day’s 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.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

e. Removals, Relocations and Rearrangements

Upon termination of any Collocated Interconnection arrangements pursuant to Section 2 of this tariff, the CLEC must remove its equipment from that space within 30 days. Upon removal by the CLEC of all its equipment from the Collocated Interconnection Space or portion thereof, the CLEC will reimburse the Telephone Company for the reasonable cost to restore the Collocated Interconnection Space to its original condition at time of occupancy if collocation or similar utilization is no longer possible at that location. Due to physical and technical constraints, removal of cable will be at the Telephone Company's option. When the CLEC wishes to consolidate its facilities which were located in two or more Collocated Interconnection Space locations, a request must be submitted to the Telephone Company, and the Telephone Company will provide the CLEC with an estimate of the cost which the CLEC must pay for such a consolidation, the cost of which will be calculated on the basis of the initial construction. The cost will be applied on a time and materials basis. Monthly charges for Cable Support Structure apply until the cable is removed.

f. Access Rights of the Telephone Company

The CLEC will provide access to its Collocated Interconnection Space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environmental safeguards. Except under emergency conditions, the Telephone Company will provide reasonable notice to the CLEC, in advance when access is required, and the CLEC will have the option to be present at the time of access. If emergency access occurs, the Telephone Company will inform the CLEC as soon as reasonably possible after the termination of the emergency.

g. Shared Building Facilities

Where the CLEC shares a common entrance to the central office with the Telephone Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, designated restrooms, etc., will be permitted. The Telephone Company will make its best efforts to secure its network to provide unescorted access to bathroom facilities. A Telephone Company employee may be required to accompany the CLEC's personnel in limited circumstances where unescorted access is not feasible.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power

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

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 Telephone Company will permit the CLEC to order a fuse size at up to 2.5 times the load amps ordered. 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.

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

(3) The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Telephone Company may measure the DC power drawn at an arrangement by monitoring the Telephone Company's power distribution point. In those instances where the Telephone Company needs access to the Collocation arrangement to make these measurements, the Telephone Company will schedule a joint meeting with the CLEC.

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

(b) 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:

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

i. The Telephone Company will provide the CLEC with written notification by certified U.S. 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 the ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.

ii. 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.

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

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

ii. Additional Labor charges, as set forth in J. following, apply for the costs of performing this inspection.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

iii. The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Telephone Company or require to be present during the CLEC test. Upon request of the CLEC, the Telephone Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC 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 Telephone Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements contradict the Telephone Company's.

iv. If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the CLEC with written notification, within ten (10) 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 Telephone Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information of documents.

v. The Telephone 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 Telephone Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Telephone Company from making the notice described in paragraph 3.(d)v. following.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

vi. If the CLEC disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes in the applicable interconnection agreement. The dispute resolution process 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.

vii. With the notification required by subparagraph 8.h.(3)(c)iv., the Telephone Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (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, as set forth in J. following, for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are described in (4) following.

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

i. 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 the American Red Cross, 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 American Red Cross and to the Telephone Company within 10 calendar days of making the payment.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power (Cont'd)

(3) (Cont'd)

(d) (Cont'd)

ii. For the second such violation with 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 the American Red Cross, 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 American Red Cross and to the Telephone Company within 10 calendar days of making the payment.

iii. 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 the American Red Cross, 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 American Red Cross and to the Telephone Company within 10 calendar days of making the payment.

iv. For more than three (3) violations within the same consecutive twelve (12) month period, the Telephone 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 the American Red Cross.

v. The Telephone Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the American Red Cross under the provisions set forth preceding. The Telephone Company will provide a copy of the CLEC notification to the Commission, under seal.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)
8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power (Cont'd)

(3) (Cont'd)

(e) At the conclusion of any dispute resolution proceeding in which the Telephone Company receives a favorable ruling, the above penalties (including the revised billing) will be self-executing. The Telephone Company will notify the Commission of the violation as described in 3.(d)v., 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 American Red Cross.

(f) If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Telephone Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under (3)(e) preceding.

(4) 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 on the Collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Telephone Company in Maryland. If the CLEC fails to submit this written statement by the last day in June, the Telephone Company will notify the CLEC in writing that it has thirty (30 days) to submit its power attestation. Failure to submit the required statement within the thirty (30)-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.

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance (Cont'd)

h. DC Power (Cont'd)

(6) If the CLEC orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, a nonrecurring augmentation fee, as shown in J. following, will apply. 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 nonrecurring augment fee will apply. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

9. Security Arrangements

a. The CLEC must abide by all Telephone Company security practices for non-Telephone Company employees with access to Telephone Company central offices as described in the Telephone Company's security guidelines, which will be provided upon request.

The Telephone Company may require CLEC employees and contractors to use a central or separate entrance to the Telephone 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 Telephone Company's affiliates and subsidiaries will be subject to the same restriction.

CLEC employees, agents or contractors who meet the Company's established security standards will be provided access to the CLEC's collocation equipment 24 hours a day, seven days a week and reasonable access to the Company's restroom facilities. If CLEC employees, agents or contractors request and are granted access to other areas of the Telephone Company's premises, a Telephone 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 Telephone Company may construct or require the construction of a separate entrance to access physical collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay collocation provisioning; and (iv) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

b. The CLEC will maintain with the Telephone Company a list of all CLEC employees who are currently authorized by the CLEC to access its Collocated Interconnection Space and will include social security numbers of all such individuals. The CLEC will also maintain with the Telephone Company a list of its Collocated-approved vendors and their social security numbers who request access to Interconnection Space. Only those individuals approved by the Telephone Company will be allowed access to the Telephone Company central office and the Collocated Interconnection 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 Verizon identification card.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

9. Security Arrangements (Cont'd)

b. Former employees of the Telephone Company will be given access to the Telephone Company central office by the CLEC in accordance with the Telephone Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Telephone Company's premises. The Telephone 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. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC.

c. The Telephone Company for good cause shown may deny access to any individual authorized by the CLEC to have access to its space.

d. In the event of work stoppages, separate entrances will be established for the CLEC, where possible. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. The CLEC will notify the Telephone Company of any work stoppages by CLEC employees.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

10. Rules of Conduct

The CLEC agrees that its employees/vendors with access to the Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office, the Telephone Company's personnel and vendors and as provided to the authorized CLEC. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the CLEC with written notice of such changes.

11. Liability And Indemnification

a. No liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone 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 Telephone Company’s liability, if any, shall not exceed an amount equal to the proportionate charge for the service by the Telephone Company for the service for the period during which service was affected.

b. The Telephone 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 Telephone 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 Telephone Company’s gross negligence or willful misconduct.

d. The Telephone 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 Telephone Company’s facilities;

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

d. (Cont'd)

(2) Claims for patent infringement arising from the CLEC's or its end user's acts combining or using the service furnished by the Telephone 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 Telephone Company, the CLEC, or the end user; or

(5) The Telephone 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 Telephone Company has been advised of the possibility of such loss or damage.

e. The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone 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 Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

g. The Telephone 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 Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

h. The Telephone 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 Telephone 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 central office, 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 Telephone 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 Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

The Telephone Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the central office 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.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

j. (Cont'd)

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.

k. The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

l. The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.

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

o. The Telephone Company and the CLEC shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

12. Notice of Discontinuance

Notice of discontinuance of Collocated Interconnection services must be given by the CLEC at least ninety (90) days prior to the actual discontinuance. Monthly charges will apply for a period of ninety (90) days from the date the Telephone Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer. In addition, the CLEC will be responsible for any service termination liability if the minimum service period regulations are not met.

13. When all forms of Physical Collocation have been exhausted in a central office, the Telephone Company will request from the Commission exemption from provision of Physical Collocation as follows:

a. Exemptions should be filed with the Commission within 45 days of denying space.

b. Exemption requests should include:

(1) Central Office Common Language Identifier (“CLLI”)

(2) Written description of the Office;

(3) Total Amount of Space, Administrative space, and reserved space for the central office;

(4) Detailed floor plans that include the signature of the central office’s engineer certifying the accuracy of the information provided;

(5) Detailed description of central office rearrangement and expansion plans that include timelines for each project;

(6) Identification of obsolete - unused equipment and corresponding removal plans and timelines in accordance with the provisions set forth in Section 2.B.1.q. pertaining to the removal of obsolete unused equipment;

(7) Detailed description of efforts to avoid exhaustion; and

c. Interested CLEC’S should be afforded an opportunity to participate in site inspections, if necessary. However, Site inspections should be coordinated between all interested parties so as to minimize the disruption to Verizon Maryland’s operations.

d. On an annual basis, Verizon Maryland should file a report with the Commission indicating whether space for physical collocation remains unavailable. The report would contain all of the information required in the original request for exemption. At that time, the Commission could consider extending the exemption for an additional period.

CLEC COLLOCATED INTERCONNECTION SERVICE

C. PHYSICAL COLLOCATION

1. Physically-Collocated Interconnection

a. The Telephone Company is responsible for providing Collocated Interconnection Space in accordance with this Tariff. The CLEC will be responsible for accepting delivery, installation and maintenance of its equipment within the Collocated Interconnection Space. The CLEC may not construct improvements or make alterations or repairs to the Collocated Interconnection Space without the prior written approval of the Telephone Company.

b. Additional space will be provided on a per request basis, where feasible, and where space is being efficiently used as specified in B.7. preceding. Additional space can be requested by the CLEC by completing and submitting a new Collocation Application Form. The Telephone Company will not provide a single CLEC more than half of the initial space available for Physically Collocated Interconnection.

c. The Telephone Company does not require the CLEC to secure all its equipment in a metal enclosure (cage). However, the CLEC may at its own expense contract directly with a Telephone Company approved contractor for a standard or non-standard cage construction, providing it conforms with the Telephone Company specifications and safety standards.

The Telephone Company will consider for approval any CLEC-recommended contractor not currently approved by the Telephone Company.

d. The use of Collocated Interconnection Space by the CLEC is to place equipment owned or leased, installed, operated and maintained by the CLEC, which interconnects with the Telephone Company facilities in accordance with the Telephone Company Tariffs.

e. The CLEC is permitted to place in the Collocated Interconnection Space ancillary equipment such as cross connect frames as well as storage cabinets and work surfaces (e.g., tables). CLEC's must utilize their space as specified B.7. preceding describing efficient use of space and they must meet the Telephone Company's central office environmental standards. The CLEC may order Local Exchange Service from the Telephone Company for administrative purposes required within the Physical Collocated Interconnection Space. The use of Telephone Company official service by the CLEC is prohibited.

CLEC COLLOCATED INTERCONNECTION SERVICE

C. PHYSICAL COLLOCATION (Cont'd)

1. Physically-Collocated Interconnection (Cont'd)

f. The Telephone Company will designate the floor space within each central office that will constitute the CLEC's Interconnection Space.

g. The CLEC is responsible for installing and maintaining its fiber optic cable up to the Telephone Company-designated location and leaving sufficient cable length for the Telephone Company to extend fully such cable to the cable vault located in the central office and to the CLEC's Interconnection Space.

h. The Telephone Company will extend the CLEC's fiber optic cable to the cable vault and place the cable in fire retardant tubing prior to extension to the CLEC's Interconnection Space. Any applicable Special Construction charges will apply. The Telephone Company may require the CLEC to provide fire retardant fiber optic cable to be extended from a splice area designated by the Telephone Company.

i. The CLEC shall maintain the fiber optic feeder cable from the central office manhole or other CLEC-designated location into the central office cable vault and between the cable vault and the Collocated Interconnection Space. The Telephone Company shall, upon reasonable notice, provide a technician to accompany the CLEC's personnel within the central office cable vault and between the cable vault and the Collocated Interconnection Space, and the charges for the Telephone Company technician's time will be as set forth J. following.

j. All equipment to be installed in the Telephone Company central offices must comply with the Telecordia Technologies Network Equipment - Building System (NEBS) Requirements (GR-63-CORE), the Telephone Company central office environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently becomes effective. In addition, all equipment to be installed must comply with the provisions as set forth in B.8. preceding.

CLEC COLLOCATED INTERCONNECTION SERVICE

C. PHYSICAL COLLOCATION (Cont'd)

1. Physically-Collocated Interconnection (Cont'd)

k. The Telephone Company will be responsible for the installation, maintenance and all related activities between Telephone Company equipment and up to the point (s) of demarcation between the CLEC-designated facilities and the Telephone Company designated facilities CLEC equipment. The Telephone Company is also responsible for installing a Network Cable Rack between the Collocated Interconnection Space and Verizon’s Network. The Network Cable Rack will be provided on a per service basis.

l. The Telephone Company will permit the CLEC's employees, agents and contractors, as approved by the Telephone Company as specified in B.9. preceding, to have access to the CLEC's Interconnection Space at all times, except as specified in B.8. preceding, provided that the CLEC's employees, agents, and contractors comply with all policies and practices of the Telephone Company including those associated with Collocation escort, fire, safety, environmental and security standards.

m. The CLEC will be responsible for all installation, maintenance, repair and service functions for CLEC equipment located in its Collocated Interconnection Space.

n. The Telephone Company will work cooperatively with the CLEC to permit all appropriate testing and maintenance.

CLEC COLLOCATED INTERCONNECTION SERVICE

D. Shared Physical Collocation Arrangements

a. A CLEC with Physical Collocation service under this section shall have the right to share its Physical Collocation Arrangement with one or more additional entities, provided that all such entities are qualified to be CLECs under this section and applicable provisions of law. All such entities must limit their collocation activities to those permitted under the tariff provisions specified herein.

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

c. The host CLEC must notify the Telephone Company in writing of its intention to share its Physical Collocation Arrangement.

CLEC COLLOCATED INTERCONNECTION SERVICE

D. Shared Physical Collocation Arrangements (Cont'd)

d. Orders for connection to Telephone Company services must be placed by the COR. The host and guest(s) may agree that such orders may be placed by the guest(s), but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization explicitly authorizing the guest(s) to place such orders.

e. All terms and conditions for Physically-Collocated Interconnection as described in this Section will apply. In addition, the following terms and conditions will apply to Shared Physical Collocation Arrangements.

- The host and guest(s) must each be collocating for the purpose of interconnecting to Telephone Company services.

- The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a Shared Physical Collocated Arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s) to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.

- The Telephone Company will issue only one identifying CLLI code and provide it to the host.

- All occupancy and specific Physical Collocation Arrangement communications will be between the host and the Telephone Company as specified in this tariff.

- The host will remain responsible for all costs associated with the Shared Physical Collocation Arrangement. The Telephone Company will not split bill any of the rate elements associated with the Physical Collocation Arrangement between the host and its guest(s) (e.g., Cable Support Structure, Power, AC convenience outlet, Overhead Lighting Construction, and Room Construction Charges).

CLEC COLLOCATED INTERCONNECTION SERVICE

E. Secured Collocation Open Physical Environment (SCOPE)

1. Service Description

Secured Collocation Open Physical Environment (SCOPE) is a form of Physically-Collocated Interconnection in which CLECs have the option of placing their equipment in the Telephone Company central office without securing it in a metal enclosure. This arrangement will be located in the same secure, environmentally-conditioned area currently utilized for the standard Physically-Collocated Interconnection arrangements as described preceding.

A SCOPE arrangement enables CLECs that do not want a standard physical collocation arrangement to install one or more bays of equipment in a secure area. Each individual CLEC is responsible for providing and installing its own equipment and performing all maintenance-related activities up to the CLEC's side of a shared POT (SPOT) Bay. The CLEC's responsibilities include performing the cross-connect or strapping at the SPOT Bay in the same manner as is performed for standard Physically-Collocated Interconnection arrangements.

All terms and conditions for Physical Collocation as described in this section will apply, except as set forth following.

2. SCOPE Arrangement

The SCOPE arrangement involves the placement of non-Telephone Company owned or operated equipment in a secure segregated area of the Telephone Company central office. The demarcation point is the SPOT Bay. Each CLEC will provide and install its own equipment and equipment bay(s) in the designated area. The CLEC is responsible for the identification of all equipment and bay space in its SCOPE arrangement.

The CLEC shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.

CLEC COLLOCATED INTERCONNECTION SERVICE

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE)

2. SCOPE Arrangement (Cont'd)

The CLEC must install a minimum of one shelf of working equipment, equipped with plug-ins, for each SCOPE equipment bay that is ordered from the Telephone Company. Equipment bays must be fully equipped prior to adding subsequent equipment bays. Additional equipment bays that will be used at a future date may be reserved, if they are available, until such time as the Telephone Company requires the reserved bay to meet another CLEC's service order. The Telephone Company will make reasonable efforts to assign reserved bays so that they are located next to the CLEC's existing equipment bay; however, the Telephone Company makes no guarantee to that effect.

The CLEC may, at its own option and expense, provide a secured enclosure in the equipment bay that conforms with the Telephone Company’s Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint.

In addition to the terms and conditions regarding security measures set forth preceding, if the CLEC elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the CLEC will provide the Telephone Company with keys for direct access in the event of an emergency. In the event the Telephone Company is required to access the CLEC’s secured bay on an emergency basis, the Telephone Company will notify the CLEC of such access in advance, if possible, but in no event more than twenty-four (24) hours after obtaining access.

3. Application, Engineering and Administration

The CLEC must request SCOPE arrangements through its Telephone Company point of contact as with any other collocated arrangement.

4. Shared Point of Termination (SPOT) Bay

The SPOT Bay is the connection point between the collocated equipment and the Telephone Company network and is shared by all CLECs in the physical collocation area including SCOPE.

The Telephone Company may provide the SPOT Bay (frame and terminations) or permit the CLEC the option to provide the demarcation point within its own equipment bay.

CLEC COLLOCATED INTERCONNECTION SERVICE

E. Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

5. Equipment Bay, Lighting and AC Convenience Outlet Installation

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

The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide AC convenience outlets and -48V DC power, battery and generator backup power, heat, air-conditioning and other environmental support.

Standard -48V DC power as provided for Physical Collocation arrangements will be provided to SCOPE arrangements. AC convenience outlets and common aisle lighting will be provided for the entire SCOPE area and shared by all CLECs. CLECs may request additional AC convenience outlets and overhead lighting at rates specified in J. following or by contracting directly with a Telephone Company approved vendor for any additional AC convenience outlets and lighting. The groundbar for the CLEC's equipment will be a common groundbar shared by all CLECs in a SCOPE arrangement.

The CLEC is responsible for all costs within the dedicated space when contracting directly with a Telephone Company-approved contractor.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. CAGELESS COLLOCATION - OPEN ENVIRONMENT (CCOE) (Cont'd)

1. Service Description

a. CCOE is a form of Physical Collocation in which CLECs can place their equipment in Telephone Company central office space. This arrangement is available on a first come, first served basis in all central offices where interconnection or access to unbundled network elements is requested by the CLEC. The Telephone Company will assign collocated space in accordance with B.1.d. CCOE is not available where the only unoccupied space in a central office has been reserved by the Telephone Company for its own use or where the placement of CCOE equipment will put the Telephone Company network at risk.

b. All terms and conditions for Physical Collocation as described preceding will apply, except as set forth following.

2. CCOE Arrangement

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

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

c. The CLEC is permitted to place in its CCOE arrangement CLEC-provided equipment. The CLEC shall not place in its CCOE arrangement other types of equipment (such as enhanced services or customer premises equipment), as described in B.1.a. preceding.

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

CLEC COLLOCATED INTERCONNECTION SERVICE

F. Cageless Collocation - Open Environment (CCOE) (Cont'd)

2. CCOE Arrangement (Cont'd)

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

f. The CLEC equipment bay should conform with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint. Non-standard equipment configurations will be evaluated on a case-by-case basis. At the Telephone Company's discretion, 12 inch deep bays may not be placed in adjacent line-ups with 22 inch deep bays.

g. All CLEC equipment to be installed in Telephone Company central offices should be either on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the Technical Specifications specified preceding. Upon receipt of a CCOE request, the Telephone Company will make available at cost any Telephone Company technical specific or documentation required by the CLEC to comply with this provision.

h. The CLEC must perform all work using Telephone Company approved vendors. Such vendors must comply with the requirements specified in Verizon Information Publication IP 72201, Network Equipment Installation Standards including providing the Telephone Company with documentation (e.g., drawings and record updates) per the Telephone Company standards prior to service activation.

i. The Telephone Company may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other such separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as deemed appropriate by the Telephone Company.

j. The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements. The Telephone Company reserves the right to designate the specific location within the central office for installation. If there is a dispute, the CLEC may seek resolution from the Commission.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. Cageless Collocation - Open Environment (CCOE) (Cont'd)

2. CCOE Arrangement (Cont'd)

k. Methods of Procedures (MOP) detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all CCOE arrangement equipment installations. The MOP shall be agreed upon and signed by a Telephone Company representative and a CLEC representative prior to the beginning of any installation effort within the central office CCOE space. The CLEC shall prominently display the signed MOP at the equipment bay while performing any installation functions.

l. The CLEC is responsible to demonstrate that its equipment meets all Telephone Company installation standards prior to turn-up of equipment.

m. CLEC designated personnel will be permitted to access their equipment for provisioning, maintenance and repair. The CLEC must adhere to all entrance and exit requirements as specified by the Telephone Company for each CCOE arrangement. CLEC access is restricted to direct access to the arrangement including central office space housing the CCOE equipment. The CLEC will be responsible for having fiber pulled from the manhole to the CCOE arrangement as described following.

n. CLEC may provide its own transport or purchase other transport leased from the Telephone Company or from a third party for the input side of the arrangement.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. CAGELESS COLLOCATION - OPEN ENVIRONMENT (CCOE) (Cont'd)

3. Entrance Facility and Entrance Facility Termination

a. Cable Installation procedures are the same as those specified in B.8. preceding for Physically Collocated Interconnection. In addition, the following conditions apply.

b. The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its Entrance Manholes. No splicing will be permitted to Entrance Manhole. Where the CLEC is providing underground fiber optic cable in Entrance Manhole, it must be of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within Entrance Manhole and is responsible for the maintenance of the fiber optic cable(s).

c. The CLEC is responsible for installing CLEC-provided fiber optic feeder cable in the Conduit Space. The Telephone Company may provide shared conduit with dedicated innerduct. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.

d. The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned for its primary use.

e. The CLEC is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its' fire retardant inside riser cable within-the central office cable vault or designated splicing chamber.

f. The splice in the central office cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

g. The CLEC must tag all entrance facilities to indicate ownership.

h. The CLEC will be accompanied by qualified Telephone Company representatives in all Manhole and Vault locations, subject to the charges set forth in J. following.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. CAGELESS COLLOCATION - OPEN ENVIRONMENT (CCOE) (Cont'd)

4. Site Survey Report, Application, Engineering and Implementation

a. The Telephone Company will make available to the CLEC, upon signing a confidentiality agreement, a Site Survey/Report as described in B.3. preceding.

b. The CLEC must request CCOE arrangements through its Telephone Company Point of Contact, subject to the terms and conditions as described in B.3. preceding.

c. The interval for CCOE is subject to the terms and conditions as described in B.1.h. preceding.

5. Point of Termination (POT)

a. The POT is the connection point between the collocated equipment and the Telephone Company network. The CLEC must select from one of the following options:

(1) The Telephone Company will provide a Shared Point of Termination (SPOT) Bay for CCOE arrangements in a common area. All CLECs purchasing CCOE will have access to the SPOT Bay.

(2) The CLEC may provide their own POT bay and provide the demarcation point within the CLEC provided equipment bay as designated by the Telephone Company. When a POT is used, a SPOT would not have to be used.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. Cageless Collocation - Open Environment (CCOE) (Cont'd)

6. Equipment Bay, Lighting and AC Convenience Outlet Installation

a. The CLEC is responsible for providing and installing its own equipment and equipment bay(s) in the CCOE area. The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator backup power, heat, air-conditioning and other environment support.

b. -48V DC power shall be provided per amp, per feed fused. The Telephone Company will provide access to junction boxes so that CLECs may contract directly with a Telephone Company approved vendor for the installation of AC convenience outlets, overhead lighting and equipment superstructure to comply with the technical specifications in IP 72201 and match existing central office infrastructure.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. CAGELESS COLLOCATION - OPEN ENVIRONMENT (CCOE) (Cont'd)

7. Security Measures

a. The Telephone Company will determine the appropriate level of security in each central office.

b. The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in Verizon's Security Guidelines, which will be provided upon request.

c. The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.

d. The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe the CLEC employee at the CLEC's requested time of entry to the central office, at no cost to the CLEC.

e. CLECs will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort to service and maintain equipment or respond to customer outages. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the Telephone Company requests thirty (30) minutes notice before entry.

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

g. The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor(s) must prominently display valid identification badges at all times while on Telephone Company property. This badge will permit direct access to the location of the CLEC's CCOE arrangement in the central office. The Telephone Company will also issue access cards to each listed employee/ vendor where access card systems are installed. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to employees that are no longer employed or engaged by the CLEC.

CLEC COLLOCATED INTERCONNECTION SERVICE

F. CAGELESS COLLOCATION - OPEN ENVIRONMENT (CCOE) (Cont'd)

7. Security Measures (Cont'd)

h. The CLEC agrees that its employees/vendors with access to Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations.

i. The Telephone Company will provide the CLEC with written notice of such changes.

j. Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.

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

CLEC COLLOCATED INTERCONNECTION SERVICE

G. Interconnection Between Collocated Spaces

1. Dedicated Cable Support (DCS) This service is only furnished to CLECs with existing DCS arrangements. Additions, rearrangements and moves are not permitted.

a. Service Description

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

b. Regulations

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

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

(3) DCS may be provided to support VG, DS1, DS3 and fiber optic cables. Fiber jumpers will be permitted, as approved by the Telephone Company on a temporary basis, subject to removal within sixty (60) days of installation.

(4) Fiber splicing within DCS will be considered on a case by case basis subject to approval by the Telephone Company.

(5) DCS may be shared by multiple CLECs. Subsequent requests for DCS by other CLECs may connect to the common DCS structure.

(6) The CLEC must adhere to Telephone Company practices and safety requirements for central office cabling (GR-409-CORE and National Electrical Code) as they relate to fire, safety, health and environmental safeguards.

(7) The provisioning of DCS will be under the direct supervision of the Telephone Company and must meet the Telephone Company's specifications. The Telephone Company will designate locations for placement of DCS where technically feasible and based upon space availability.

(8) DCS will be available pursuant to space availability within the serving wire center. The Telephone Company will process, on a first-come, first--served basis, CLEC requests to install cable racking for DCS.

CLEC COLLOCATED INTERCONNECTION SERVICE

G. Interconnection Between Collocated Spaces (Cont'd)

1. (Cont'd)

b. Regulations (Cont'd)

(9) Prior to beginning any delivery, installation, replacement, or removal work for DCS or cabling between collocations arrangements, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposal scheduling the work. Methods of Procedures (MOP) will be mutually agreed to and signed by the participating CLECs and the Telephone Company.

(10) The Telephone Company is not responsible for any damage or harm to the CLEC or other customer's equipment, facilities, or personnel resulting from this activity. The CLEC is responsible for any damage or harm to the Telephone Company or Telephone Company customer equipment, facilities or personnel resulting from this activity.

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

(12) When multiple CLECs occupy more than one collocation arrangement, within the same serving wire center, the CLECs may interconnect their collocated equipment contained in such spaces. At these locations, the CLEC originating the request (the CLEC of Record) will be responsible for supplying, installing and maintaining the cabling between the different space locations.

2. Dedicated Transit Service (DTS)

a. Service Description

Dedicated Transit Service, which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (physical and virtual) of the same or of two different CLECs in the same Telephone Company central office location using Telephone Company provided distribution facilities. DTS is available at Voice Grade, DS1, and DS3 electrical and optical levels. The Telephone Company will offer DTS to requesting CLECs as long as such access is technically feasible.

CLEC COLLOCATED INTERCONNECTION SERVICE

G. Interconnection Between Collocated Spaces (Cont'd)

2. Dedicated Transit Service (DTS) (Cont'd)

b. Regulations (Cont'd)

(1) DTS is only available when both collocation arrangements (either physical and/or virtual) are within the same central office provided that the collocated equipment is also used for interconnection with the Telephone Company or for access to unbundled network elements.

(2) The Telephone Company shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises.

(3) The DTS arrangement requires one CLEC to provide cable assignment information for itself as well as for the other CLEC. The Telephone Company will not make cable assignments for DTS.

(4) DTS also allows for one CLEC to connect two of its own virtual collocation arrangements in the same Telephone premises (virtual collocation cascading arrangement).

(5) DTS is provided at the same transmission level from CLEC to CLEC.

(6) DTS is provided on a negotiated interval.

(7) Ordering, Provisioning, Payment, Maintenance and Disconnection of Service - The ordering CLEC is responsible for ordering, provisioning, bill payment, disconnect orders and maintenance transactions and is the customer of record.

(8) The CLEC ordering DTS must provide a letter of agency from the CLEC it is connecting to.

(9) NRCs apply to recover costs for expenses associated with circuit provisioning and service order processing. NRCs apply on an expedited or non-expedited basis. Expedited charges apply when intervals shorter than those negotiated are requested or if the CLEC requests that the work be done outside the normal scheduled work hours.

(10) A Service Order Charge applies per DTS service order request. The service order charge includes the costs for order placement and issuance provided by the Telephone Company.

(11) Circuit Provisioning Charge - Includes the costs for circuit engineering, circuit writing and turn-up, etc. Provisioning charges apply per Voice Grade, DS1, DS3, and optical transmission speeds.

(12) Monthly - Each DTS service will have one transmission - level-specific recurring rate element applied per physical collocation arrangement and/or virtual collocation arrangement. The appropriate monthly rate (i.e., physical collocation in Section C) and/or the appropriate monthly rate, (i.e. virtual collocation in Section H) will also apply.

CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION

a. The standard Virtual Collocation arrangement may include 0C3, 0C12 and 0C48 transmission equipment interconnected to service/elements at Voice Grade, DS1 or DS3 electrical tributaries. CLEC-dedicated equipment, as well as the fiber located in the Telephone Company's central office will be provided by the CLEC to the Telephone Company. This equipment and fiber will be leased by the virtual collocator to the Telephone Company for the sum of one dollar ($1) for the duration of the Virtual Collocation arrangement. The Telephone Company will maintain the fiber, cable, and equipment that the Telephone Company leases from the CLEC. Upon termination of the service arrangement pursuant to the Telephone Company Tariff, the CLEC has the option of repurchasing the same equipment for the same nominal sum initially paid to the CLEC. In addition the CLEC may provide equipment as described in B.1.a. preceding. Ancillary equipment (e.g., DSX panels and connector blocks) may not be Virtually Collocated. The CLEC must also specify all software options for the transmission equipment and associated plug-ins. In addition, the CLEC shall provide the following:

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- all unique tools and test equipment.

b. The Telephone Company will be responsible for the installation, maintenance and all related activities between its equipment and the CLEC-provided equipment and for the maintenance and related activities for the fiber facilities located between the CLEC-provided, Telephone Company-owned equipment and the Telephone Company-designated location outside the central office building.

c. The CLEC will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Telecordia Technologies, must be consistent with those used by the Telephone Company for its own equipment.

d. The CLEC is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office and connect it directly to the CLEC-provided central office equipment. Except for those authorized to perform equipment installation functions, the CLEC will not have physical access to the central office building.

e. The Telephone Company will extend the CLEC-provided fiber optic cable to the cable vault and place the cable in Telephone Company-provided fire retardant tubing prior to extension to the CLEC-provided central office equipment. Any applicable Special Construction charges will apply. The CLEC is responsible for installing and maintaining its fiber optic cable up to the Telephone Company-designated location and leaving sufficient cable length for the Telephone Company to extend fully such cable to the cable vault located in the central office and to the CLEC's Interconnection Space.

CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION (Cont'd)

e. (Cont'd)

The Telephone Company will splice the CLEC-provided fiber optic cable to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault if the CLEC chooses the cable vault splicing option.

f. The Telephone Company will work cooperatively with the CLEC to permit all appropriate testing and maintenance.

g. All CLEC-provided equipment to be installed in Telephone Company central offices must comply with the Telecordia Technologies Network Equipment Building System (NEBS) General Equipment Requirements (GR-CORE-63), Telephone Company central office environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. In addition, all equipment to be installed must comply with the provisions as set forth in B.8. preceding.

h. Installation and Engineering Options

The CLEC has two options for the installation and engineering of the CLEC-provided equipment: (1) engage the services of the Telephone Company at rates specified in J. following; (2) contract directly with a Telephone Company-approved installation vendor. Under option (2), the CLEC may itself become a Telephone Company-approved installation vendor, upon prior approval of the Telephone Company.

h. If the CLEC wishes to view the Virtual Collocation arrangement in the Telephone Company central offices, the CLEC's personnel will be allowed access only when a Telephone Company authorized representative is available. The Telephone Company shall provide an authorized representative to accompany the CLEC's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company authorized representative's time will be as set forth for Collocation Labor rates as specified in Section J. following.

j. When special construction of network facilities is required for the provision of Collocated Interconnection, the applicable rates and charges will be determined on an ICB basis.

CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION (Cont'd)

k. Training

(1) When the CLEC-provided equipment (hardware and software) is identical to that already in use in the Telephone Company central office building, no additional training is required.

(2) When the CLEC-provided equipment (hardware and/or software) is different from that already in use in the Telephone Company central office building, training will be required. The CLEC will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials for a maximum of three Verizon Central Office Technicians. The technicians' training time will be based on labor rates as set forth in J. following. When travel is required, travel expenses associated with training will be charged to the CLEC based directly on ticket stubs and/or receipts.

l. The implementation interval for Virtual Collocation is seventy-six (76) business days for all standard arrangements which were properly forecast six months prior to the application date subject to tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Telephone Company premises by business day 40. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS

1. Physical Collocation

a. The Application Fees as set forth in J.1 following apply to all new requests and augments to existing requests. The application fee per request must be submitted by the CLEC with its application. The fee applies per request, per central office where the CLEC requests an arrangement. This fee provides for application processing, initial site visits and engineering evaluation.

The Engineering and Implementation Fee recovers the expenses associated with the planning, Telephone Company engineering, and project management of the collocation arrangement, as well as the project management functions performed during the installation of equipment.

b. The Cable Installation charge is a nonrecurring charge as set forth in J.1. following and will be assessed per cable installed.

c. The Cable Support Structure charge is a monthly recurring charge as set forth in J.1. and is for the cable support of entrance facilities to the collocation arrangement. These charges are assessed per cable per month.

d. The Power Charge is a monthly recurring charge as set forth in J.1. following and applies for the –48V DC protected power required by the CLEC equipment. The power is assessed per load amp per feed and will be based on the total power feeding the collocation arrangement.

e. The Space and Facilities Charge as set forth in J.1. following is the nonrecurring cost of room construction for a physical collocation space which includes one AC convenience outlet and two overhead lights. The charge is based on the 100 square foot cost and adjusted by the per square foot rate pursuant to the space allocated to the CLEC.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

1. Physical Collocation (Cont'd)

f. The Cross-Connect Charges as set forth in J.1. following are the monthly and nonrecurring charges for the Voice Grade – 2 Wire, DS1, DS3 and Optical cross connects. Cross-Connect service rates and charges at the fiber optic level for both Physical and Virtual Collocation arrangements consist of a monthly charge and a nonrecurring charge that are applied per 12-fibers, per transmission rate. A nonrecurring Service Connection Charge also applies per connection, per transmission rate.

g. The Building Space charge as set forth in J.1. following is the monthly recurring charge for occupancy of space dedicated to the CLEC.

2. Secured Collocation Open Physical Environment (SCOPE)

a. The Application Fees, Cable Installation, Cable Support, Power, and Cross-Connect charges as specified in 1. preceding will apply to a SCOPE arrangement.

b. The SCOPE Construction Charge as set forth in J.2 following is a nonrecurring charge that applies when equipment bays are placed in collocation space and includes AC convenience outlets to be shared by CLECs, standard aisle lighting, cable racking, high level framing and any common grounding specific to the existing room. The charge is assessed per equipment bay installed.

c. The Building Space charge as set forth in J.2. following is associated with the footprint of the equipment bay. This monthly charge applies per equipment bay.

3. Cageless Collocation – Open Physical Environment (CCOE)

a. The Application Fees per request as set forth in J.3 following apply to all new requests and augments to existing requests. The application fee per request must be submitted by the CLEC with its application.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

3. Cageless Collocation – Open Physical Environment (CCOE)(Cont'd)

b. The SPOT Bay Frame charge as set forth in J.3. following, is a nonrecurring charge for the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as specified in F. preceding.

c. The SAC SPOT Bay Termination charge as set forth in J.3. following, is a recurring charge for the termination strip or panel that resides in the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as described in F. preceding.

d. The Security Access Card Charge will apply as described in F. preceding, and the charges are set forth in J.3. following.

e. The Building Space and Conditioning rate as set forth in J.3. following, is associated with the footprint of the equipment bay. The rate is assessed per equipment bay.

f. The DC Power rate as set forth in J.3. following.

g. The cable installation charge as set forth in J.3. following will be applied per cable installed.

h. The Cable Support rate as set forth in J.3 following will apply.

i. The Cageless cross-connect rate as set forth in J.3. following, applies for the connection of the Telephone Company cable and frame terminations.

j. The Cageless Security rate as set forth in J.3. following, is assessed per equipment bay.

k. The network cable rack rate as set forth in J.1.h. following is a monthly recurring rate which is assessed per connection, per service for DS1 and DS3.

4. Virtual Collocation

a. The Application Fees as set forth in J.4. following apply to all new requests and augments to existing requests. The application fee per request must be submitted by the CLEC with its application. The fee applies per request, per central office where the CLEC requests an arrangement. This fee provides for application processing, initial site visits and engineering evaluation.

The Engineering and Implementation Fee will apply upon completion of site implementation. These fees recover the expenses associated with the planning, Telephone Company engineering, and project management of the collocation arrangement, as well as the project management functions performed during the installation of equipment.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

4. Virtual Collocation (Cont'd)

a. (Cont'd)

The Engineering and Implementation Fee will apply upon completion of site implementation. These fees recover the expenses associated with the planning, Telephone Company engineering, and project management of the collocation arrangement, as well as the project management functions performed during the installation of equipment.

b. The Cable Installation charge is a nonrecurring charge as set forth in J.4. following and will be assessed per cable installed.

c. The Equipment Installation and Engineering Fee is based on the type of equipment to be collocated and applies when the CLEC chooses the Telephone Company as the designated installer.

d. The Cable Support Structure charge is a monthly recurring charge as set forth in J.4. and is for the cable support of entrance facilities to the collocation arrangement. These charges are assessed per cable per month.

5. The Site Survey/Report Fee as set forth in J.5. following, will apply per request, per central office. If a CLEC submits an application for Physical Collocation within thirty (30) days of receipt the Site Survey/Report, 50% of this fee will be applied to the CLEC's application fee.

6. Dedicated Cable Support Nonrecurring Charges are required to recover costs for expenses associated with the Telephone Company engineering time for each request for DCS if the request is subsequent to the CLEC's initial application for a multiplexing node and will be on a case-by-case basis. The CLEC is responsible for all , installation and engineering costs for the cabling and racking.

7. Security, Escort and Additional Labor Charges

When the CLEC requests access to the Telephone Company central offices, in areas outside the designated physical collocations area, a Telephone Company-designated escort will be required at all times. This includes all CLEC work performed on Telephone Company property in areas outside the designated physical collocations area. No escort will be required from the central office entrance or common area to the designated physical collocation space.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

8. Application of Rates

The CLECs will be billed the non-recurring charges set forth in Section J. of this tariff for all cross connects not utilized by the CLEC on or before December 31, 2000. For all cross connects ordered after December 31, 2000, the non-recurring rates set forth in Section J. of this tariff will apply, regardless of whether the CLEC utilizes the cross connect. CLECs will not be billed non-recurring charges set forth in Section J. of this tariff for any cross connects utilized on or before December 31, 2000. The CLECs will have until December 31, 2002 to pay these non-recurring charges under this Section.

No later than July 1, 2002 the Telephone Company must inform each CLEC in writing of the number of cross connects inventoried and the number utilized by the CLEC, by central office, and cross connect type as of December 31, 2000. No later than thirty (30) days after the Telephone Company notifies the CLEC under this Section, each CLEC must notify the Telephone Company of the number of cross connects, if any, it intends to give back to the Telephone Company, using December 31, 2000 as the utilization date. The cross connects the CLECs elect to give back must be returned in consecutive 100 pair complements (e.g., PORT – XXX – 50-01-001 to PORT – XXX – 50 – 01 – 100) with no working circuits. The CLECs will not be assessed recurring or non-recurring charges set forth in Section J. of this tariff for the cross connects they elect to return to Verizon.

The CLECs will be billed on a going forward basis the recurring charges set forth in Section J. of this tariff for all cross connects (utilized or unutilized) in place after December 31, 2000, except for those cross connects identified to be returned to the Telephone Company, as described above.

The Telephone Company and the CLECs will work in good faith to determine the number of cross connects ordered and utilized by the CLEC, measured as of December 31, 2000. Any disputes over the number of cross connects ordered or utilized shall be brought to the relevant state commission by a Joint Petition of the affected parties. The affected parties agree to ask the state commission to resolve the dispute on an expedited basis. Upon state commission resolution of the dispute, CLECs will have 30 days to return any of the disputed cross connects to the Telephone Company. The Telephone Company will have 4 months from this date to bill the CLEC. CLECs will have no less than 4 months from the date of receipt of this bill to make payment.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

9. Collocation at Remote Terminal Enclosures (CRTEE)

a. Nonrecurring Charges

(1) The RTEE Serving Address Inquiry charge, as set forth in Section J.9.a. following, will apply per request.
(2) The Preliminary Engineering Records Review charge, as set forth in Section J.9.a. following, will apply per request.
(3) The Site Survey for Space Availability charge, as set forth in Section J.9.a. following, will apply per request.
(4) An Application Fee, as set forth in Section J.9.a. following, will apply per CRTEE arrangement request.
(5) An Engineering and Implementation Fee, as set forth in Section J.9.a. following, will apply per CRTEE arrangement request.
(6) The Site Preparation Fee, as set forth in Section J.9.a. following, will apply per CRTEE arrangement request, as required.

b. Monthly Rates

(1) The Power rate, as set forth in Section J.1. following, will apply for both physical and virtual CRTEE arrangements.
(2) The Physical Cable Support Structure rate, as set forth in Section J.1. following, will apply for physical CRTEE arrangements, as described in B.8. preceding.
(3 The Virtual Cable Support Structure rate, as set forth in Section J.4. following, will apply for virtual CRTEE arrangements, as described in Section B.8. preceding.
(4) The Cageless Cross Connect rate, as set forth in Section J.3. following, will apply for physical CRTEE arrangements.
(5) The Virtual Cross Connect rate, as set forth in Section J.4. following, will apply for virtual CRTEE arrangements.
(6) The Network Cable Rack rate as set forth in J.1. following will apply for physical CRTEE arrangements.

c. Other Charges

(1) The Escort Service rate, as set forth in Section J.9.b. following, will apply as described in M.4. following.

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES

1. Physical Collocation	Nonrecurring Charge	Per Month
a. Application Fees		
Initial, per request	$ 5,000.00	-
Augment, per request	2,500.00	-
Augment cable only	1,500.00	
Limited to one of the following: 400 DSOs (or 200 line share pairs), 28 DS1s, 3 DS3s, or 12 fiber		
Engineering and Implementation per Initial request	3,481.18	-
Site Augmentation	1,095.88	-
Augment cable only	550.00	
Limited to one of the following: 400 DSOs (or 200 line share pairs), 28 DS1s, 3 DS3s, or 12 fiber		
b. Cable Installation and Support Structure per cable	353.24	$13.38
c. DC Power per load amp, per feed	-	19.56
d. Space and Facilities Charge		
per 100 square feet	32,263.92	-
per 200 square feet	64,527.84	
per 400 square feet	129,055.68	
per square foot addition (reduction)	322.64	-

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

1. Physical Collocation (Cont'd)	Nonrecurring Charge	Per Month
e. Cross-Connect Charges per service, per month		
Voice Grade – per 100 2 wire pairs	$ 879.58	$ 5.15
1.544 Mbps per 100 - per 28 DS1s	1,335.66	154.98
44.736 Mbps – per DS3	341.31	41.54
Fiber Optic		
Physical Fiber Cross Connect (Per 12 Fibers)		
OC3.....	$2,464.00	6.65
OC12.....	2,464.00	6.65
OC48.....	2,464.00	6.65
Service Connection Charge		
DS1.....	78.99	-
DS3.....	125.85	-
OC3.....	119.81	-
OC12.....	119.81	-
OC48.....	119.81	-
f. Building Space, per square foot.....	-	2.27
g. Spot Bay frame and terminations.....	See J.3. succeeding	See J.3. succeeding
h. Security Access Cards.....	See J.3. succeeding	See J.3. succeeding

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

2. Secured Collocation Open Physical Environment (SCOPE)

	Nonrecurring Charge	Per Month
a. Building Space, per equipment bay.....	-	$ 34.05
b. Construction, per equipment bay.....	$4,194.37	-
c. Cross-Connect Charges.....	See J.1. preceding	See J.1. preceding
d. Application Fees.....	See J.1. preceding	-
e. Cable Installation and Support Charge.....	See J.1. preceding	See J.1. preceding
f. DC Power Charge.....	-	See J.1. preceding
g. Spot Bay frame and termination.....	See J.3. succeeding	-
h. Security Access Cards.....	See J.3. succeeding	-

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

3. Cageless Collocation - Open Environment (CCOE)	Nonrecurring Charge	Per Month
a. Application Fees		
- Initial, per request	$3,500.00	-
- Augment, per request	$2,500.00	-
- Augment, cable only	1,500.00	
Limited to one of the following: 400 DSOs (or 200 line share pairs), 28 DS1s, 3 DS3s, or 12 fiber		
- Engineering and Implementation		-
-Initial, per request	1,723.16	-
-Augment, per request	1,581.71	-
-Augment, cable only, per request	550.00	
Limited to one of the following: 400 DS0s (or 200 line share pairs) 28 DS1s 3 DS3s; or 12 fiber		
b. SPOT Bay Frame and Terminations*		
- Per 100 Voice Grade	498.00	-
- Per 28 DS1s	629.24	-
- Per DS3	120.23	-
- Per 12 Fibers	253.28	-
c. SPOT Bay Termination*		
- Per 100 Pair Voice Grade	-	$ 0.89
- DS1,Per 28	-	3.09
- Per DS3	-	0.59
- Per 12 Fibers	-	2.06
d. Building Space and Conditioning,		
- Per bay	4,194.32	34.05

* Applies only when the Telephone Company provides the SPOT Bay as described preceding.

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

3. Cageless Collocation - Open Environment (CCOE)	Nonrecurring Charge	Per Month
e. Security Access Cards		
- Per card	$18.18	-
- Per 5 cards	90.88	
f. DC Power Charge, per load amp		
- Per feed	-	See J.1. preceding
g. Cable Installation and Support		
- Per cable	See J.1. preceding	See J.1. preceding

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

3. Cageless Collocation - Open Environment (CCOE) (Cont'd)

	Nonrecurring Charge	Per Month
i. Cageless Cross-Connect	See J.1. Preceding	See J.1. Preceding
Service Connection Charge	See J.1. Preceding	-

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

	Nonrecurring Charge	Per Month
4. Virtual Collocation		
a. Application Fees		
Initial	$ 3,500.00	-
Augment	1,500.00	-
Augment, cable only	1,500.00	
Limited to one of the following: 400 DSOs (or 200 line share pairs), 28 DS1s, 3 DS3s, or 12 fiber		
Engineering and Implementations Fees		
Initial Application	1,760.93	-
		-
Site Augmentation	2,581.71	-
Augment, cable only	550.00	
Limited to one of the following: 400 DSOs (or 200 line share pairs), 28 DS1s, 3 DS3s, or 12 fiber		
b. Cable Installation and Support per cable	577.58	42.93
c. Land and Buildings, per Virtual Arrangement		20.43
per ¼ relay rack		2.13
d. Equipment Installation & Engineering per unit of transmission/ multiplexing equipment CLEC Responsible		
Mux Recabling, - per unit	1,821.32	-
Software Upgrade, per shelf	530.09	-

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

4. Virtual Collocation (Cont'd)	Nonrecurring Charge	Per Month
e. Cross-Connect Charges per service, per month		
Voice Grade per 100 2 wire pairs	$ 879.58	$ 5.22
1.544 Mbps DS1, per 28 DS1	1,335.66	154.98
44.736 Mbps, per DS3	341.31	41.54
Fiber Optic Virtual Fiber Cross Connect (Per 12 Fibers)		
OC3	2,464.00	6.65
OC12	2,464.00	6.65
OC48	2,464.00	6.65
Service Connection Charge		
DS1	$ 78.99	-
DS3	125.85	-
OC3	119.81	-
OC12	119.81	-
OC48	119.81	-
f. DC Power Charge	-	See J.1. Preceding
5. Site Survey Report Fee.....	800.00	-
6. Dedicated Cable Support.....	ICB	
7. Security, Escort and Additional Labor Charges		

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Labor Rates - per visit per technician	$ 24.50*	$ 24.50*

* A call-out of a Telephone Company employee at a time not coincident with the employee's scheduled work period or to a non-staffed location is subject to a minimum charge of four hours.

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

8. Microwave Collocation

a. Physical Collocation

(1) Application Fees	Rates same as specified in J.1.a. preceding.
(2) Cable Installation & Support	Rates same as specified in J.1.b. preceding.
(3) DC Power	Rates same as specified in J.1.c. preceding.
(4) Space and Facilities Charge	Rates same as specified in J.1.d. preceding.
(5) Building Space, per square foot	Rates same as specified in J.1.f. preceding.

b. Security, Escort, and Additional Labor Charges

(1) Labor Rates	Rates same as specified in J.7. preceding.

CLEC COLLOCATED INTERCONNECTION SERVICE

10. Interconnection Between Collocated Spaces

a. Dedicated Transit Service (DTS)

Service Category	Nonrecurring Charges
(1) Service Order	
Standard Interval	
- Per order	$ 64.19
Expedited Interval	
- Per order	80.01
(2) Manual Intervention Surcharge	
Standard Interval	
- Per order	37.29
Expedited Interval	
- Per order	46.47
(3) Service Connection CO Wiring and Provisioning	
Standard Interval	
- Per Voice Grade	123.97
- Per DS1	133.80
- Per DS3	177.82
- Dark Fiber, per pair	177.82
- Lit Fiber, per pair	ICB
Expedited Interval	
- Per Voice Grade	178.89
- Per DS1	193.36
- Per DS3	256.13
- Dark Fiber, per pair	256.13
- Lit Fiber, per pair	ICB
(4) Cross Connects	
Standard Interval	
- Per Voice Grade	See J.1.e. preceding
- Per DS1	See J.1.e. preceding
- Per DS3	See J.1.e. preceding
- Dark Fiber, per pair	See J.1.e. preceding
- Lit Fiber, per pair	ICB
Expedited Interval	
- Per Voice Grade	See J.1.e. preceding
- Per DS1	See J.1.e. preceding
- Per DS3	See J.1.e. preceding
- Dark Fiber, per pair	See J.1.e. preceding
- Lit Fiber, per pair	ICB

CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

9. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

a. Nonrecurring Charges

	Nonrecurring Charge
(1) RTEE Serving Address Inquiry - Per request	ICB
(2) Preliminary Engineering Records Review - Per request	ICB
(3) Site Survey for Space Availability - Per request	ICB
(4) Application Fee	$2,500.00**
(5) Engineering and Implementation Fee (due upon completion)	ICB
(6) Site Preparation Fee - Per request	ICB

b. Monthly Rates

	Monthly Rates
(1) Power	Rates are set forth in J.1.c.
(2) Physical Cable Support Structure - Per cable	Rates are set forth in J.1.b.
(3) Virtual Cable Support Structure	Rates are set forth in J.4.b.
(4) Cageless Cross Connect	
- Per Voice Grade 2-wire	Rates are set forth in J.3.i.
- Per DS1	Rates are set forth in J.3.i.
- Per DS3	Rates are set forth in J.3.i.
- Per 2 Fibers	Rates are set forth in J.3.i.
(5) Virtual Cross Connect	
- Per Voice Grade 2-wire	Rates are set forth in J.4.e.
- Per DS1	Rates are set forth in J.4.e.
- Per DS3	Rates are set forth in J.4.e.
- Per 2 Fibers	Rates are set forth in J.4.e.
(6) Network Cable Rack	Rates are set forth in J.1.d.

c. Other Charges

	First Half Hour Or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(1) Escort Service Labor Rate - per visit per technician	$21.94*	$21.94*

* A call out of a Telephone Company employee at a time not coincident with the employee's scheduled work period or a non-staffed location is subject to a minimum charge of four hours.

** This charge will be applied against the total of the Application, Engineering, and Implementation fees.

CLEC COLLOCATED INTERCONNECTION SERVICE

K. Adjacent Structures

1. Service Description

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

2. Regulations

a. The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Telephone Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an Adjacent Structure that will force the Telephone Company to violate any zoning requirements or any federal, state or local regulations, ordinances or laws.

b. Any construction by the CLEC on Telephone Company premises must comply with Telephone Company technical specifications as they relate to environmental safety and grounding requirements as set forth in Telephone Company technical specifications and Telecordia Technologies documentation.

c. The Telephone Company will terminate its facilities on a CLEC provided point of termination located within the Adjacent Structure at a location designated by the CLEC. The CLEC will provide the Telephone Company with 24 X 7 direct access to the point of termination. Any protection as it relates to fire, safety, electrical, bonding, grounding and risk hazard is the responsibility of the CLEC as set forth in Telephone Company technical specifications and Telecordia Technologies documentation. The Telephone Company reserves the right to inspect the CLEC's structure, and any non-conformances must be remedied as specified and preceding.

d. The Telephone Company will make available to the CLEC, power and Physical Collocation support services to the CLEC in the same non-discriminatory manner as it provides to itself for the Telephone Company's own CEVs.

CLEC COLLOCATED INTERCONNECTION SERVICE

K. Adjacent Structures (Cont'd)

2. Regulations (Cont'd)

e. In the event the distance limitations are exceeded for digital services, any required signal regeneration is the responsibility of the CLEC.

f. The CLEC is responsible for obtaining the right of way from the Telephone Company under the appropriate right of way provisions from the Adjacent Structure to the Telephone company serving central office manhole. Granting such right of way will not be withheld unreasonably.

g. The CLEC is responsible for any fines, penalties and expenses for zoning, environmental, safety, sanitation, property infringement, noise, quality of life or property violations or law suits associated with the structure and its associated power and any additional tax assessment levied on the Telephone Company as a result of the Adjacent Structure.

h. If the CLEC vacates the Adjacent Structure, the CLEC is responsible for restoring the land to the original condition.

3. Rates and Charges

a. All costs incurred by the Telephone Company associated with the CLEC's deployment of an adjacent structure will be recovered on an individual case basis.

b. The CLEC is responsible for all expenses incurred by the Telephone Company at the time when they occur or any ongoing expenses that result related to zoning approval and permit acquisitions.

c. Additional non-recurring and recurring costs to be determined on case-by-case basis.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation

1. Service Description

Microwave Collocation provides CLECs with physical collocation of certain terrestrial point-to-point and point-to-multipoint microwave facilities and transmission equipment for connection to their own collocated transmission equipment. Microwave Collocation shall be used by the CLEC solely for the purpose of interconnection or access to the Telephone Company as specified herein.

2. Regulations

a. CLEC-provided microwave facilities, transmission equipment, and antenna support structures may be located in, on, or above the exterior walls and roof of the Telephone Company's serving wire centers or inside a Collocation arrangement. To the extent that the cable length to the Collocation arrangement is greater than could be effectively provided without unacceptable signal loss or degradation, the Telephone Company will work cooperatively with the CLEC to obtain mutually agreed upon space for the provisioning of regenerators or other radio equipment within 100 feet of the CLEC's antenna. Microwave antenna support structures may be located in, on, or above the exterior walls and roof of Telephone Company serving wire centers.

b. Except as outlined following in this section, the provision of Microwave Collocation is governed by all terms and conditions applicable to Physically-Collocated Interconnection as described in Sections B. and C. preceding.

c. The CLEC's facilities shall not physically, electronically, or inductively interfere with the Telephone Company or other CLEC's or tenant's facilities and must comply with the Technical Specifications specified in 3. following.

d. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate Federal, State, and/or Local regulations governing the safe levels of R.F. radiation. The "American National Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 KHs to 100 GHZ" (ANSI C95.1-1982) is the minimum standard to be met by CLECs in all cases.

e. Prior to installation of a CLEC's facilities or transmission equipment, 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 particular microwave system and equipment, and when applicable, for any towers or support structures, as may be required by authorities having jurisdiction.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation

2. Regulations (Cont'd)

f. Where the CLEC intends to modify, move, replace, or add to equipment or facilities within or about 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 prior written consent from the Telephone Company, which will not be unreasonably withheld.

g. The CLEC shall not make any changes from the initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters, or any other technical parameters without the prior written approval of the Telephone Company.

h. At the Telephone Company's option, the CLEC may be escorted by a qualified Telephone Company employee, subject to the charges set forth in J. preceding, if the CLEC requires access to transmitter/receiver space or cable risers and racking for maintenance purposes.

i. The Telephone Company reserves the right to review wind or ice loadings, etc., for antennas over eighteen (18) inches in diameter or for any multiple antenna installations and to require changes necessary to insure such loadings meet generally accepted engineering criteria for radio tower structures. The Telephone Company's costs for such activities will be billed to the CLEC, subject to the charges set forth in J. preceding.

j. The minimum height of equipment placement, such as microwave antennas, must be eight (8) feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, the CLEC or, if applicable, the Telephone Company shall have the complete structure, including guys and supports, inspected every two (2) years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC-owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. The Telephone Company will work cooperatively with the CLEC to schedule the structural analysis. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios as specified in l.(4) following. A copy of the inspection report shall be provided to the Telephone Company within ten (10) days of the inspection. The CLEC shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety (90) days.

k. The CLEC shall provide written notice to the Telephone Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance, or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC must also agree to take all necessary corrective action.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

2. Regulations (Cont'd)

1. Any microwave antenna supporting structure to be located in, on, or above a Telephone Company building roof or exterior wall may be provided by either the CLEC or the Telephone Company, at the Telephone Company's option.

(1) At the option of the Telephone Company, the antenna support structure shall be built, owned, and maintained by either the Telephone Company or by the CLEC. The Telephone Company reserves the right to use existing support structures for the option the CLEC's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a CLEC for any reason, subject to the provisions set forth following.

(2) It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the Federal Communications Commission's Part 32 - Uniform System of Accounts. When the CLEC is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

(3) The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Collocation on a first-come first-served basis, subject to the availability of space and technical feasibility, including industry standard interference issues.

(4) The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for (i) any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by the 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 users' RCRs and the owner's RCR shall at all times equal 1.00

(5) The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described in (4) above except that the owner of the structure may assess other user's a proportionate share of the inspection costs as specified in J. preceding, and the Telephone Company may assess the CLEC's Microwave Collocation monthly recurring charges for use of its roof space as specified in J. preceding.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

2. Regulations (Cont'd)

l. Cont'd)

(6) At the time a person (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that person to obtain, at their cost and expense, an engineering analysis by a registered structural engineer, the selection of which shall be agreed upon by all users of the structure, to determine the RCR of all antennas on the structure, including the proposed antenna(s). The person proposing to attach additional antenna(s) shall provide the Telephone Company and the owner of the structure (if not the same) the revised RCRs of all users prior to attaching the proposed antenna(s) to the structure.

(7) 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.

(8) When the CLEC is the owner of the structure, the proposed user shall pay the owner directly the charges set forth in (4) above. When the Telephone Company is the owner of the support structure, it shall file the one-time charges set forth in (4) above and subsequent inspection charges in its tariff on an individual case basis. In the event the CLEC-owner of the support structure fails to comply with these provisions, at the Telephone Company's option, ownership of the support structure shall transfer to the Telephone Company.

m. Where feasible, the Telephone Company will designate space on or above the exterior walls and roof of each serving wire center, which will constitute roof space.

n. The Telephone Company will designate the space in, on, or above the exterior walls and roof of the serving wire center that will constitute the transmitter/receiver space. The Telephone Company may require the CLEC’s transmitter/receiver equipment to be installed in a locked metal cabinet. The locked metal cabinet may be free-standing, wall-mounted, or relay rack-mounted. The Telephone Company may also enclose the CLEC’s transmitter/receiver equipment.

o. Upon request and where feasible, the Telephone Company will provide two points of entry to the serving wire center.

p. When the CLEC occupies more than one Collocation arrangement, roof space, transmitter/receiver space, or cable vault location within the same serving wire center, the CLEC may interconnect its transmission equipment contained in such spaces. At these locations, the CLEC will be responsible for supplying, installing, and maintaining the cabling between the CLEC’s different space locations using the Telephone Company designated supporting structures.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

2. Regulations (Cont'd)

q. The Cable Installation and Support Structure rate set forth in J. preceding will apply.

r. The CLEC may not provide, or make available to any third party, space within its Collocation arrangement, roof space, or transmitter/receiver space, except as provided herein.

s. The Telephone Company reserves to itself, its successors and assigns, the right to utilize space within or on the exterior of its serving wire center(s) in such a manner that will best enable it to fulfill its own service requirements.

t. The CLEC may not construct improvements or make alterations or repairs to the Collocation arrangement, transmitter/receiver space, or roof space without the prior written approval of the Telephone Company, which the Telephone Company will not unreasonably withhold.

3. Technical Specifications

a. The CLEC's equipment must conform to the technical specifications set forth in (b) through (g) following.

b. The CLEC's equipment and installation of the CLEC’s equipment must comply with the Network Equipment Installation Standards Information Publication (IP-72201) and with the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171) as they relate to fire safety, health, environmental, and network safeguards. The CLEC must ensure that its equipment and installation activities do not act as a hindrance to the Telephone Company services or facilities. CLEC equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority.

c. CLEC facilities shall be placed, maintained, relocated, or removed in accordance with the applicable requirements and specifications of the current editions of the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171), National Electric Code (NEC), the National Electrical Safety Code (NESC), Rules and Regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.

d. All CLEC facilities must comply with Telcordia Specifications Regarding Microwave and Radio-Based Transmission and Equipment, Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421); and the Telephone Company’s practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with the Telephone Company services or facilities.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

3. Technical Specifications (Cont'd)

e. The equipment located in, on, or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with the Telcordia Network Equipment Building system (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE), Generic Physical Design Requirements for Telecommunications Products and Equipment (TR-NWT-000078), Power (TR-NWT-000513) and Isolated Ground Planes; Definition and Application to Telephone Central Offices (TR-NWT-000295), and the Telephone Company Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), the Telephone Company Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162) Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company services or facilities.

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

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

h. The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).

i. The CLEC, at its own cost, shall comply with all present and future laws, ordinances, rules, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order, or duty upon the Telephone Company or CLEC with respect to the serving wire center, whether or not arising out of the CLEC's use or manner of use.

j. The CLEC will provide emergency access to its Collocation arrangement and transmitter/receiver space(s) at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable), and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. If conditions permit, notification of access will be provided, and the customer will have the option to be present at the time of access.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

4. Rate Regulations

a. The CLEC is subject to nonrecurring charges and/or recurring rates for use of the Telephone Company owned space and facilities and for the provisioning of CLEC provided facilities within the serving wire center. The rates and charges for Microwave Collocation are set forth in J. preceding.

b. Recurring rates are applicable to each Microwave Collocation arrangement for the space (generally on the serving wire center roof) associated with the Telephone Company or CLEC owned antenna support structures. The rate is calculated using the Building Space rate per square foot as specified in J. preceding multiplied by the square footage of the foot print, which resultant is multiplied by the CLEC's relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of the CLEC's antennas.

(1) 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.

(2) The RCR is calculated as specified. The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for (i) any incremental costs associated with installing the user’s antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user’s proposed antenna(s) to be mounted on the percent of the total capacity of the support structure used by the user’s antenna. 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.

5. Power

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

b. The Telephone Company will not generally provide power or environmental support to the roof space. If the Telephone Company agrees in response to a specific request by the CLEC to provide power or environmental support to the roof space, the CLEC will supply all associated s, as specified by the Telephone Company, which the Telephone Company will have installed at CLEC’s cost.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

5. Power (Cont'd)

c. The Telephone Company will provide 110V commercial A.C. power for electrical outlets and lighting to the transmitter/receiver space. The CLEC will supply all associated s, as specified by the Telephone Company, for the Telephone Company to bring 110V commercial A.C. power to the transmitter/receiver space. The CLEC will be charged the cost of installation incurred by the Telephone Company. The Telephone Company may also provide 48 volt battery-backed D.C. power for the CLEC's equipment located in the Collocation arrangement subject to the rates and charges specified in J. preceding. The Telephone Company will provide to the CLEC D.C. power at parity to the power it provides to its own microwave equipment at the same location. In the event special work is required to provide power or environmental support to the transmitter/ receiver equipment, the CLEC will supply all associated s which the Telephone Company will arrange to have installed, and the costs incurred will be charged to CLEC.

6. Provision of Space

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

7. Provision of Service

a. The Telephone Company will conduct a pre-construction survey for each CLEC request for a Collocation arrangement, cable space, roof space, or transmitter/receiver space for which occupancy is requested to determine the availability and viability of such spaces to accommodate the CLEC's needs and facilities. In determining the availability of space and safety considerations in the Telephone Company's serving wire center, the Telephone Company will consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.

(1) The Telephone Company will use reasonable efforts to notify the CLEC within twenty-three (23) business days whether or not the request can be met. If space is available, the Telephone Company will negotiate a date with the CLEC as to when construction of the roof space and transmitter/receiver space may commence.

b. The Telephone Company shall designate all spaces to be occupied by CLEC's facilities.

c. The Telephone Company will charge the CLEC for the design and construction work associated with Microwave Collocation as set forth in J. preceding.

d. The Telephone Company is responsible for providing the Collocation arrangement, roof space, cable space, and transmitter/receiver space in accordance with the rates and regulations specified in this tariff.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

7. Provision of Service (Cont'd)

e. The Telephone Company will install and maintain the CLEC's Waveguide cables and/or coaxial cable to industry standards and to the Telephone Company's own standards for its own equipment, in consultation with the CLEC, from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the CLEC's Collocation arrangement. The route of the Waveguide cables and/or coaxial cable, as well as any protection required, will be discussed during the pre-construction survey.

8. Request for Service

a. The CLEC shall complete a written application for occupancy of any Collocation arrangement, cable space, roof space, or transmitter/receiver space.

b. If the CLEC withdraws its request, the CLEC is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the CLEC.

9. Installation of CLEC Provided Facilities

a. The CLEC will be responsible for supplying, servicing, and repairing the Waveguide cables and/or coaxial cable, which the Telephone Company will install from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to CLEC's Collocation arrangement. The CLEC is responsible to connect the Waveguide cables and/or coaxial cable to the CLEC's equipment within the Collocation arrangement and to the transmitter/receiver. In addition, the CLEC will be responsible for supplying, repairing, installing, and maintaining the following: its transmission equipment located in the Collocation arrangement; its antenna and associated equipment; and its transmitter/receiver equipment.

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

c. The CLEC will be responsible for maintaining the Waveguide cables and/or coaxial cable, which is used to connect the microwave antenna to the transmitter/receiver, up to the point where the Waveguide cables and/or coaxial cable enters the building.

d. The CLEC will provide, install, and maintain in its Collocation arrangement any repeaters, which may be necessary as a result of the physical distance between the Collocation arrangement and the serving wire center of the Telephone Company facilities and services. The Telephone Company will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.

e. The CLEC will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the Collocation arrangement, roof space, and transmitter/receiver space and installation of the CLEC's equipment within such spaces.

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

9. Installation of CLEC Provided Facilities (Cont'd)

f. The CLEC must sign the Design and Construction Work Completion Notice, indicating acceptance of the design and construction work.

Access to the space will be provided to the CLEC only after execution of the Design and Construction Work Completion Notice.

g. The CLEC must meet all the Telephone Company fire, safety, and housekeeping requirements.

h. The CLEC will be responsible for accepting delivery, installation, and maintenance of its equipment.

i. The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. The Telephone Company or a hired agent of the Telephone Company will do all building penetration. Costs for building penetration will be paid by the CLEC. Installation intervals shall be no longer than those for other Collocation installation under applicable interconnection agreements between the Telephone Company and the CLEC or applicable rules and regulations. When the Telephone Company performs building penetration, rates and charges will be filed on an individual case basis.

j. 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.

k. The CLEC must obtain the Telephone Company’s written approval of the CLEC proposed scheduling of work prior to beginning any delivery, installation, replacement, or removal work for equipment and/or facilities located within the CLEC’s Collocation arrangement, roof space, or transmitter/receiver space, in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

l. The CLEC shall have the right to use a portion of the serving wire center and loading areas designated by the Telephone Company, if available, on a temporary basis during the CLEC’s equipment installation in the Collocation arrangement, roof space, transmitter/receiver space, and other designated areas in the building. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.

m. The CLEC is responsible for protecting the Telephone Company’s equipment and serving wire center's flooring within the staging area and along the staging route.

n. The CLEC must store equipment and s within the Collocation arrangement when work is not in progress (e.g., overnight). No storing of equipment and s overnight will be permitted in the staging area(s).

CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

9. Installation of CLEC Provided Facilities (Cont'd)

o. The CLEC or its approved vendor will have access to its Collocation arrangement, roof space, transmitter/receiver space, and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The CLEC may be escorted in areas outside its Collocation arrangement by a designated Telephone Company employee for these occasions, subject to the charges specified in J. preceding.

M. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

1. Service Description

a. CRTEE provides an arrangement in which CLEC's equipment can be placed in Telephone Company remote terminal equipment enclosures. CRTEE is available with Physical or Virtual Collocation.

b. All terms and conditions for Physical Collocation, Virtual Collocation or CCOE, as described in Sections C., D., F., H., and I. preceding, will apply, except as set forth following.

2. CRTEE Arrangement

a. A CRTEE Arrangement allows CLEC's equipment to be installed in Telephone Company remote terminal equipment enclosures. Remote terminal equipment enclosures include controlled environment vaults (CEVs), huts, cabinets and remote terminals in a leased space in buildings not owned by the Telephone Company.

b. A CRTEE arrangement is provided on a first-come, first-served basis, subject to availability of space and right-of-way and building owner approval, as applicable.

c. The Telephone Company will not renegotiate leases or easements or create new Remote Terminal Equipment Enclosure (RTEE) space in order to meet CLEC demand for CRTEE.

d. Subject to the availability of space and conduit, where additional conduit may jeopardize the integrity of the structure, the CLEC will arrange for the Telephone Company to perform all work activities inside the RTEE with the following exception: for Physical Collocation arrangements, maintenance of the CLEC equipment will be performed by the CLEC. The CLEC will be accompanied by a qualified Telephone Company employee escort, with no delay upon reasonable notice by the CLEC, and subject to the charges set forth in J.8.c.(1) preceding.

e. For DS1, DS3 and optical services, the demarcation point for a Physical CRTEE arrangement will be at a cross connect panel mounted in the CLEC's equipment bay or relay rack.

CLEC COLLOCATED INTERCONNECTION SERVICE

M. Collocation at Remote Terminal Equipment Enclosures (CRTEE) (Cont'd)

2. CRTEE Arrangement (Cont'd)

f. For twisted pair connections, where a cross connect field is not located in the RTEE, the CLEC must provide a Telecommunications Carrier Outside Plant Interconnection Cabinet (TOPIC) on a CLEC-secured easement at or near the Telephone Company Feeder Distribution Interface (FDI) to obtain access to such cross connect field outside the RTEE. The demarcation point will be in the TOPIC cabinet. The CLEC will provide the cable between the collocated equipment in the RTEE and the TOPIC. The CLEC installation must comply with industry standards regarding fusing and grounding.

g. The CLEC is responsible for obtaining any rights-of-way necessary to implement the provisions of this tariff. If the Telephone Company has rights-of-way agreements and/or easements with a third-party for the land underneath or immediately next to a remote terminal, the Telephone Company will work cooperatively in providing space availability and technical feasibility information to the CLEC so that the CLEC can secure permission from the third-party for the CLEC to occupy this area.

h. The Telephone Company will provide any cabling between the CLEC-provided demarcation point and any Telephone Company-owned cross-connect points.

i. The CLEC is responsible for the cost of any conditioning of the remote terminal equipment enclosure such as building new conduit, additional power and HVAC. The conditioning must be allowable under an existing easement or right of way. The cost for such conditioning will be recovered in the Site Preparation Fee set forth in J.8.a. preceding.

j. The CLEC-provided equipment must conform with the Telephone Company's technical engineering specifications and NEBS requirements to the extent set forth in Section 2.B.8.a.

3. Application Inquiries and Application

a. Under the RTEE Serving Address Inquiry, the Telephone Company will make available to the CLEC, upon request, the identity of the FDIs that subtend the RTEE and a range of customer addresses served by those FDIs.

CLEC COLLOCATED INTERCONNECTION SERVICE

M. Collocation at Remote Terminal Equipment Enclosures (CRTEE) (Cont'd)

3. Application Inquiries and Application (Cont'd)

b. Upon request, the Telephone Company will provide a Preliminary Engineering Records Review for a RTEE location identified to the Telephone Company by the CLEC. In response to the request, the Telephone Company will conduct a search of its records and identify the following information for the CLEC:

- the type of enclosure.

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

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

d. The CLEC must request CRTEE arrangements through its Telephone Company Point of Contact. Completed applications for CRTEE arrangements must be sent directly to the Telephone Company project manager at the address set forth in B.3.a. preceding.

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

4. Security Measures

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