

**FRONTIER NORTH INC. AND FRONTIER MIDSTATES INC.**

Schedule of Rates and Charges Together  
With Rules and Regulations Applicable To

**LOCAL NETWORK ACCESS SERVICE**

Services herein are provided by means of wire, fiber optics,  
radio or any other suitable technology or a combination thereof.

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By: Kenneth Mason, Vice President

Rochester, New York

LOCAL NETWORK ACCESS SERVICES

| <u>SECTION</u> | <u>SHEET</u> | <u>ORIGINAL OR REVISION</u> | <u>SECTION</u> | <u>ORIGINAL OR SHEET</u> | <u>REVISION</u>          |
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LOCAL NETWORK ACCESS SERVICES

CONCURRING CARRIERS

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued regulation
- (I) - To signify increase
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (T) - To Signify a change in Text but no change in regulation or rates

(N)

ABBREVIATIONS

|          |  |
|----------|--|
| AMA      | -Automated Message Recording   |
| ASR      | -Access Service Request  |
| CLEC     | -Competitive Local Exchange Carrier  |
| EISCC    | -Expanded Interconnection Service Cross-Connect                            |
| EMR      | -Exchange Message Record   |
| IC       | -Interexchange Carrier   |
| ILEC     | -Incumbent Local Exchange Carrier  |
| IP       | -Interconnection Point   |
| LEC      | -Local Exchange Carrier  |
| LERG     | -Local Exchange Routing Guide  |
| LSR      | -Local Service Request   |
| MPB      | -Meet Point Billing  |
| MECAB    | -Multiple Exchange Carrier Access Billing                                  |
| MECOD    | -Multiple Exchange Carriers Ordering and Design Guidelines Access Services |
| M.P.S.C. | -Michigan Public Service Commission  |
| NANP     | -North American Number Plan  |
| NPA      | -Numbering Plan Area   |
| POI      | -Point of Interconnection  |
| PLU      | -Percent Local Usage   |
| SPNP     | -Service Provider Number Portability                                       |
| TIRM     | -Technical Interface Reference Manual                                      |



## LOCAL NETWORK ACCESS SERVICES

### DEFINITIONS

#### Access Service Request (ASR)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change, or disconnect services or trunks for the purposes of interconnection.

#### Ancillary Services

The term "Ancillary Services" denotes competitive access services that are offered by the Company to Competitive Local Exchange Carriers (Customers) as a per entity inquiry for the Customer's end users.

#### Automated Message Recording (AMA)

The term "Automated Message Recording" AMA denotes the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

#### Bill-and-Keep Arrangement

The term "Bill-and-Keep Arrangement" denotes a compensation arrangement whereby the Parties do not render bills to each other for the termination of local traffic specified in the Tariff and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

#### Central Office Switch

The term "Central Office Switch" denotes the switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange, Exchange Access, and Interexchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central Office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

#### Collocation

The term "Collocation" denotes local and/or access arrangements whereby Customers have the capability to terminate basic fiber optic or microwave transmission facilities, including optical terminating equipment and multiplexers, at Company end offices and access tandems and interconnect those facilities with facilities of the Company.

#### Company

Frontier North Inc. and Frontier Midstates Inc.

#### Competitive Local Exchange Carrier (CLEC)

The term "Competitive Local Exchange Carrier" (CLEC) denotes a facilities or non facilities based telecommunications carrier that provides local exchange telecommunications services under the terms of a license granted by the Michigan Public Service Commission, within the State of Michigan, in service areas already served by an existing licensed Incumbent Local Exchange Carrier (LEC).

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## LOCAL NETWORK ACCESS SERVICES

### DEFINITIONS (Cont'd)

#### Conversation Time

The term "Conversation Time" denotes the time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

#### Customer

For the purposes of this tariff, the term "Customer" refers to the Customer purchasing service under the rates, terms and conditions of this tariff.

#### Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area (LATA), approved by the Commission and established for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

#### Exchange Message Record (EMR)

The term "Exchange Message Record" (EMR) denotes an industry standard record used to exchange telecommunications message information among telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia.

#### Extended Area Service

The term "Extended Area Service" (EAS) denotes an arrangement whereby an end user in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

#### Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" (ILEC) denotes any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

#### Interconnection Point (IP)

The point at which a Party who receives traffic originating on the network of the other Party assesses reciprocal compensation charges for the further transport and termination of such traffic.

#### Interexchange Carrier (IC)

The term "Interexchange Carrier" (IC) denotes a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications service within the State.

#### Internet Traffic

"Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of a transmission.

## LOCAL NETWORK ACCESS SERVICES

### DEFINITIONS (Cont'd)

#### Line Side

The term "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

#### Local Exchange Carrier

The term "Local Exchange Carrier" denotes a telecommunications provider licensed by the Michigan Public Service Commission to provide switched local exchange service.

#### Local Exchange Routing Guide (LERG)

The term "Local Exchange Routing Guide" (LERG) refers to the Telcordia reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

#### Local Service Request

The term "Local Service Request" (LSR) denotes a document (i.e., order) used by the Company to process a Customer's request for Unbundled Service as offered by the Company following Local Service Request Ordering Guidelines.

#### Local Traffic

The term "Local Traffic" denotes traffic that is originated by an end user of one Party and terminates to the end user of the other Party within Frontier's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area or an additional fee), referred to hereafter as optional EAS. Local Traffic does not include Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet traffic, 900/976, etc., and Internet Protocol (IP) based voice or fax telephony.

(T)

#### Meet-Point Billing (MPB)

The term "Meet Point Billing" (MPB) refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

#### Mid-Span Fiber Meet

The term "Mid-Span Fiber Meet" denotes an interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.

## LOCAL NETWORK ACCESS SERVICES

### DEFINITIONS (Cont'd)

#### Multiple Exchange Carrier Access Billing (MECAB)

The term "Multiple Exchange Carrier Access Billing" (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

#### Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)

The term "Multiple Exchange Carriers Ordering and Design Guidelines for Access Services" refers to a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Telcordia as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.

#### North American Numbering Plan (NANP)

The term "North American Number Plan" (NANP) denotes the system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

#### Numbering Plan Area (NPA)

The term "Numbering Plan Area" (NPA), also sometimes referred to as an area code, denotes the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

#### NXX, NXX Code, Central Office Code or CO Code

The term "NXX" denotes the three-digit switch entity indicator, which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

#### Point of Interconnection (POI)

The term "Point of Interconnection" denotes the meet point location in which the facilities of the Customer are connected to the Company's facilities. The physical point on the network, located within the Company's exchange area, where the Company and Customer interconnect. The POI is the demarcation point between ownership of the transmission facility.

#### Rate Center Area

Means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

## LOCAL NETWORK ACCESS SERVICES

### DEFINITIONS (Cont'd)

#### Rate Center Point

Means a specific geographic point, defined by a V & H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

#### Routing Point

Means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rating Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telcordia Practice BR-765-100-100, the Rating Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

#### Service Provider Number Portability (SPNP)

The term "Service Provider Number Portability" (SPNP) denotes a service arrangement whereby the user of telecommunications service may retain, at the same location, existing telephone numbers without impairment or quality, reliability or convenience when switching from one telecommunications carrier to another.

#### Tandem Office

Switches that are Class 4 Switches which are used to connect and switch trunk circuits between and among central office switches.

#### Telcordia

Telcordia, formerly known as "Bellcore", is an organization which conducts research and development projects for its owners, including development of new telecommunications services. Telcordia also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

#### Trunk Side

The term "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets. Trunk Side connections are provided using either SS7 or MF signaling.

## LOCAL NETWORK ACCESS SERVICES

### APPLICATION OF TARIFF

1. This tariff is applicable to Local Network Access Services provided to Competitive Local Exchange Carriers (CLECs), also referred to as Customer, which have been licensed by the Michigan Public Service Commission, by Frontier North Inc or Frontier Midstates Inc., hereinafter referred to as the Company. Services offered in this tariff are provided within serving areas of Frontier North Inc. or Frontier Midstates Inc. in the State of Michigan as defined in the Company's Local and/or General Tariffs.

Services offered in this tariff are provided within serving areas of Frontier in the State of Michigan as defined in the Company's Local and/or General Tariffs.

Services offered by this tariff are existing Company facilities and services only, where available.

These services shall be provided at the same level of quality that Frontier provides to itself for similar services.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE

#### 2.1 General

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

Wholesale services offered under this tariff will be offered consistent with obligations under the FCC's decision to deregulate resale services, UNE loops, and UNE transport. See *Petition for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next Generation Networks*, WC Docket No. 18-141, Memorandum Opinion and Order, 34 FCC Rcd 6503 (Aug. 2, 2019); *Business Data Services, Report and Order on Remand and Memorandum Opinion Order*, WC Docket Nos. 18-141 et al., 34 FCC Rcd 5767 (rel. July 12, 2019). CLECs and local service resellers may continue to order UNE transport under this Tariff through January 12, 2020, and resale services and analog UNE Loops under this Tariff through February 2, 2020. The Telco will not accept orders for UNE transport under this Tariff after January 12, 2020, or resale services or analog UNE loops under this Tariff after February 2, 2020. Resale services and analog UNE loops ordered after February 2, 2020 will be provided pursuant to an alternative commercial agreement no later than July 12, 2022, and embedded base resale services and analog UNE loops must be transitioned to an alternative commercial agreement no later than August 2, 2022.

(C)  
|  
(C)

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

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.2 Description of Types of Collocation

##### 2.2.1 Single Caged

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

##### 2.2.2 Shared Caged

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

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

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



## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.2 Description of Types of Collocation (Cont'd)

##### 2.2.3 Subleased Caged

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.2 Description of Types of Collocation (Cont'd)

##### 2.2.4 Cageless

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

##### 2.2.5 Adjacent

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

- Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and
- It is technically feasible to construct or procure a hut or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards.

The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The 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 Company to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws.

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

##### 2.2.6 Virtual

Under Virtual Collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section 2.12.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.2 Description of Types of Collocation (Cont'd)

2.2.7 Other

A CLEC shall have the right to order s offered pursuant to the Company's other tariffs, including, without limitation, the right to order collocation services in accordance with, and subject to, the terms and conditions of the Company's existing federal collocation tariff (Frontier Tariff FCC No. 5; Section 17).

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE

2.3 Ordering Conditions

2.3.1 Application

(A) Point of Contact

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

Collocation Project Manager  
1500 MacCorkle Avenue Rm 222  
Charleston, WV 25396  
(Phone) 866 351-7673  
(fax) 304 344-7893  
Email: wvcollocation@ncnetwork.net

(T)  
(T)

Additional information and requirements regarding collocation may be obtained from the Company's public website at [www.Frontier.com](http://www.Frontier.com).

(B) Application Form/Fee

CLECs requesting collocation at a premise will be required to complete the application form and submit the non-refundable Application Fee set forth in 2.15 following for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in 2.15 following as a per entity inquiry as required in association with complying with the application request.

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

(C) (Reserved for Future Use)

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.3 Ordering Conditions (Cont'd)

2.3.1 Application (Cont'd)

(D) Changes

The first application form submitted by the CLEC shall be designated the original application. Original applications for collocation arrangements that have not been inspected and approved by the CLEC are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Application Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; heating, ventilation and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of the CLEC, major changes may be handled in one of the following two methods to the extent technically feasible.

(1) Method 1: Additional Application

The CLEC may elect to have a major change to its original collocation application treated by the Company as an additional (new) application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Application Fee, the Company will notify the CLEC in writing within eight (8) business days following receipt of the completed additional application if the CLEC's additional requirements cannot be accommodated as specified. Filing an additional application does not change the Company's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.3 Ordering Conditions (Cont'd)

##### 2.3.1 Application (Cont'd)

###### (D) Changes (Cont'd)

###### (2) Method 2: Supplemental Application

The CLEC may elect to have a major change to its original collocation application treated by the Company as a supplemental application. A supplemental application may affect the Company's obligation to process and fulfill the original application. On receipt of a supplemental application and Application Fee, the Company will notify the CLEC in writing within eight (8) business days following receipt of the completed supplemental application if the CLEC's requirements cannot be accommodated as specified. Upon notification that the Company can accommodate the requirements of the supplemental application, the CLEC may elect to proceed with the supplemental application. The Company's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

Minor changes are those requests that do not require additional AC or DC power systems, HVAC system upgrades, or changes in cage space. The CLEC will be required to submit a revised application, but the deliverable dates for the project will not change.

##### 2.3.2 Space Availability

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.3 Ordering Conditions (Cont'd)

##### 2.3.3 Collocation Schedule

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

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

##### 2.3.4 Reserved for Future Use

##### 2.3.5 Augmentation

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.3 Ordering Conditions (Cont'd)

##### 2.3.5 Augmentation (Cont'd)

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

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

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

##### 2.3.6 Expansion

The Company will not be required to construct additional space to provide for caged, cageless and/or ad its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and Application Fee – Extension of Cage and Cable.



## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.3 Ordering Conditions (Cont'd)

##### 2.3.7 Relocation

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled as a per entity inquiry. The CLEC will be responsible for all costs associated with the relocation of its equipment.

#### 2.4 Installation and Operation

##### 2.4.1 Joint Planning and Implementation Intervals for Physical Collocation

(A) The Company and the CLEC shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by fifteen (15) business days resulting in a ninety-one (91) business day interval.

The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity, is forty-five (45) business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

1. 800 2-wire voice grade terminations, or
2. 400 4-wire voice grade terminations, or
3. 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or
4. 28 DS1 terminations, or
5. 24 DS3 terminations, or
6. 12 fiber terminations, or
7. Conversion of 2-wire to 4-wire voice grade terminations (minimum of 100 – maximum of 800), or
8. 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or
9. DC Power as defined in (8) preceding, plus any one (1) additional item as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations, b) 3 DS3 terminations or, c) 12 Fiber Terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Company that the CLEC's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.4 Installation and Operation (Cont'd)

2.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

- (B) For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.
- (C) The following standard implementation milestones, in business days, will apply unless the CLEC and Company jointly decide otherwise.
- Day 1 – CLEC submits completed application and associated fee.
  - Day 8 – The Company notifies CLEC that request can be accommodated and advises of due date.
  - Day 17 – CLEC notifies the Company of its intent to proceed and submits 50% payment of the appropriate Engineering and Administration Fee.
  - Day 30 – Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)
  - Day 45 – Augment (as defined herein) completes.
  - Day 76 – The Company and CLEC attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not defined herein.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

(D) The forty-five (45) business day interval is subject to the following requirements:

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

- (E) A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, the Company will first contact the CLEC to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The applicable labor rates in 2.16.8 following will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Company in completing the Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.
- (F) Intervals for non-standard arrangements, including Adjacent collocation, shall be mutually agreed upon by the CLEC and the Company.
- (G) The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLEC of the time estimate as soon as possible.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.5 Installation and Operation (Cont'd)

##### 2.4.2 Forecasting and Use of Data

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

If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLECs assigned space will give the Company a non-refundable deposit equal to the Application Fee, Initial and Subsequent. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecasts in staffing decisions and will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

- (B) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows.
- No forecast: Interval Start Date commences 2 months after application receipt date.
  - Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date.
  - Forecast received greater than 1 month and less than 2 months prior to application receipt date: Interval Start Date commences 1 month after application receipt date.
  - Forecast received 2 months or more prior to application receipt date: Interval start date commences on the application receipt date.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.3 Collocation Capacity

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

##### 2.4.4 Vendor Capacity

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

##### 2.4.5 Responsibility for Vendor Delays

No party shall be excused from their obligations due to the acts of 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.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.6 Space Preparation (Cont'd)

###### (A) Cage Construction

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

###### (B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company will assign collocation space to the CLEC in a just, reasonable, and nondiscriminatory manner. The Company will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Company will assign caged and cageless space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the Company's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises.

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

The Company shall provide, at the rates set forth in 2.16.8.3 following, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Company equipment within that premises. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

###### (C) DC Power

The Company will provide DC power to the collocation arrangement as specified by the CLEC in its Collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. CLECs must order a minimum of fifteen (15) load amps for each caged, cageless, and virtual collocation arrangement. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if a CLEC orders a total of 30 load amps of DC power and an A and B feed, the CLEC could order 15 load amps on the A feed and 15 load amps on the B feed. The Company will permit the CLEC to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, the CLEC could order that each feed be fused at 40 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 30 amps, and not based on the total number of amps available for the fuse size ordered.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.4 Installation and Operation (Cont'd)

2.4.6 Space Preparation (Cont'd)

(C) DC Power (Cont'd)

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

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

- (1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- (2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined on this subsection, that arrangement is subject to the following treatment:
  - (a) The Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.
  - (b) For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.
- (3) If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 2(b) preceding, that arrangement is subject to the following treatment.
  - (a) The Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Company will not wait for the CLEC or require it to be present during the second inspection.
  - (b) The Company will assess a nonrecurring charge for the additional labor to perform this inspection. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in 2.16.8 following..
  - (c) The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Company or require it to be present during the CLEC test. Upon request of the CLEC, the Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Company's.



LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.4 Installation and Operation (Cont'd)

2.4.6 Space Preparation (Cont'd)

(C) DC Power (Cont'd)

- (d) If the second test also exceeds the applicable buffer zone, the 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 Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.
  - (e) The Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Company from making the notice described in paragraph f. following.
  - (f) If the CLEC disagrees with the results of the audit, it will first notify the Company. The Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes in the applicable interconnection agreement. The dispute resolution process can initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.
  - (g) With the notification required by subparagraph C.3.d., the Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections the Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in this section.
- (4) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows:
- (a) For the first such violation within the same consecutive twelve (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 American Red Cross payment to the Company within ten (10) calendar days of making the payment.
  - (b) For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to 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 American Red Cross payment to the Company within ten (10) calendar days of making the payment.
  - (c) For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to 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 American Red Cross payment to the Company within ten (10) calendar days of making the payment.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.4 Installation and Operation (Cont'd)

2.4.6 Space Preparation (Cont'd)

(C) DC Power (Cont'd)

(4) (Cont'd)

- (d) For more than three (3) violations within the same consecutive twelve (12) month period, the Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the American Red Cross
  - (e) The Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the American Red Cross, under the provisions set forth preceding.
- (5) At the conclusion of any dispute resolution proceeding, the above penalties (including the revised billing) will be self-executing.
- (6) If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the 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 4(e) preceding.

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

Whenever the Company is required to perform work on an Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Company will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half-hour (or fraction thereof) and for each additional half-hour (or fraction thereof) per technician, per occurrence as shown in Section 2.16.8 following.

If the CLEC orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, the Company will require an Application Fee – Initial and Subsequent with an application as set forth in Section 2.16.1.1 following, subject to the terms and conditions described in Section 2.15.1. 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 Application Fee – Power Cable Augment as set forth in Section 2.16.1.1 following applies. The Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.7 Equipment and Facilities

###### (A) Purchase of Equipment

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

###### (B) Permissible Equipment

The Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Company at a level equal in quality to that which the Company obtains within its own network or the Company provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the 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.

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

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

###### (C) Specifications

Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All CLEC entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Company services or facilities.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.7 Equipment and Facilities (Cont'd)

###### (C) Specifications (Cont'd)

The CLEC's designated and installed equipment located within the Company premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of the Company's Network Equipment Installation Standards (The Company Information Publication IP 72201) and the Company's Central Office Engineering Standards (The Company Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and the Company's technical specifications, the CLEC and the Company will make a good faith effort to resolve the difference. The CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Company, other CLEC(s), tenant(s) or any other party. If such interference occurs, the Company may take action as permitted under Section 2.10 of this Tariff.

CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own central office equipment as defined in the Company's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Company's RNSA-NEB-95-0003, Revision 10 or higher.

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

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

###### (D) Cable

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

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.4 Installation and Operation (Cont'd)

2.4.7 Equipment and Facilities (Cont'd)

(D) Cable (Cont'd)

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

(E) Manhole/Splicing Restrictions

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.7 Equipment and Facilities (Cont'd)

###### (F) Access Points and Restrictions

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

###### (G) Staging Area

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.7 Equipment and Facilities (Cont'd)

###### (H) Testing

Upon installation of the CLEC equipment, with prior notice, the Company will schedule an agreed upon time with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment. If the CLEC cannot attend the scheduled turn-up phase meeting for any reason, the CLEC must provide the Company with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, the Company reserves the right to charge the CLEC additional labor rates set forth in Section 2.16 for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the collocation arrangement.

###### (I) Interconnection Between Collocated Spaces

Dedicated Transit Service (DTS), which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Company premises, using Company provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, the Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLEC. The Company will offer DTS to requesting CLECs as long as such access is technically feasible. Frontier will not install regenerating equipment along the DTS path between two Collocation arrangements.

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

The DTS arrangement requires the requesting CLEC to provide cable assignment information for itself as well as for the other CLEC. The Company will not make cable assignments for DTS. The requesting CLEC is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLEC must also provide a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLEC. DTS service order and service connection rates are specified in Section 2.16.9.

###### (J) Optical Facility Terminations

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

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

If at any time the Company reasonably determines that either the CLEC's collocation equipment or the engineering and installation do not meet the requirements outlined in this tariff, the CLEC will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the CLEC fails to correct any non-compliance with these standards within thirty (30) days' written notice to the CLEC, the Company may have the equipment removed or the condition corrected at the CLEC's expense.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.7 Equipment and Facilities (Cont'd)

###### (K) Non-Compliant Installations and Operations (Cont'd)

If, during the installation phase, the Company reasonably determines that any CLEC designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, the Company has the right to immediately stop the work until the problem is corrected to the Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Company employees, interferes with the performance of the Company's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the CLEC. The reasonable cost of said work and/or actions shall be borne by the CLEC. The Company reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to the CLEC if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If the CLEC equipment poses an immediate safety threat, the CLEC shall remove the equipment immediately.

##### 2.4.8 Access to Collocation Space

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

##### 2.4.9 Network Outage, Damage and Reporting

The CLEC shall be responsible for:

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

The Company will make every effort to contact the CLEC in the event CLEC equipment disrupts the network. If the Company is unable to make contact with the CLEC, the Company shall temporarily disconnect the CLEC's service, as provided in 2.4.11 following



## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.10 Security Requirements

###### (A) Security Measures

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

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

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

###### (B) Security Standards

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.4 Installation and Operation (Cont'd)

##### 2.4.10 Security Requirements (Cont'd)

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

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

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

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

The Company may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: (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.

###### (C) Access Cards/Identification

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

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

## LOCAL NETWORK ACCESS SERVICES

- 2. COLLOCATION SERVICE (Cont'd)
- 2.4 Installation and Operation (Cont'd)
  - 2.4.11 Emergency Access

The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC will provide access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLEC in advance of any such emergency access. If advance notification is not possible, the Company will provide notification of any such entry to the CLEC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLEC facilities or equipment and its ability to provide service. The Company will restrict access to CLEC collocation space to persons necessary to handle such an emergency.

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.5 Space Requirements

##### 2.5.1 Space Availability

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

[www.Frontier.com](http://www.Frontier.com)

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

- (A) Submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of the premises which show what space, if any, the Company or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and
- (B) Allow the CLEC to tour the entire premises of the premises, without charge, within ten (10) calendar days of the tour request.

##### 2.5.2 Minimum/Maximum/Additional Space

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space requested for an existing caged, cageless and/or adjacent collocation arrangement will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable Application Fee set forth in 2.16.1. The Company will not be required to lease additional space when available collocation space has been exhausted.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.5 Space Requirements (Cont'd)

##### 2.5.3 Use of Space

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

##### 2.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's and its affiliates own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures in 2.5.1. The CLEC shall not be permitted to reserve premises cable space or conduit system. If new conduit is required, the Company will negotiate with the CLEC to determine an alternative arrangement for the specific location. The CLEC will be allowed to reserve collocation space for its caged/cageless arrangements based on its documented forecast provided to the Company and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to the Company seeking to reserve vacant space for its own specific use. CLEC Cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.5 Space Requirements (Cont'd)

##### 2.5.5 Collocation Space Report

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

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

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

##### 2.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of 2.5.4 preceding, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.5 Space Requirements (Cont'd)

##### 2.5.6 Reclamation (Cont'd)

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

#### 2.6 Liability and Indemnification

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

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

- (B) The Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- (C) The Company is not liable for damages to the CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's gross negligence or willful misconduct.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.6 Liability and Indemnification (Cont'd)

- (D) The Company shall be indemnified, defended and held harmless by the CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Company's facilities;
  - (2) Claims for patent infringement arising from the CLEC's or its end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or the CLEC;
  - (3) All other claims arising out of any act or omission of the end user and/or CLEC in the course of using services provided pursuant to this tariff;
  - (4) All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLEC or its end user in connection with facilities provided by the Company, the CLEC, or the end user; or
  - (5) The Company shall not be liable to the CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Company has been advised of the possibility of such loss or damage.
- (E) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the CLEC from any and all claims by any person relating to such CLEC's use of services so provided.
- (F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.



LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.6 Liability and Indemnification (Cont'd)

- (G) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- (H) The Company shall not be liable for any act or omission of any other entity furnishing to the CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the CLEC or CLEC end user, or due to the failure of equipment, facilities, or services provided by the CLEC or its end user.
- (I) Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the 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 Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Company's central office(s), or by any act or omission of the Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

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

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.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.6 Liability and Indemnification (Cont'd)

(J) (Cont'd)

(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 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.

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

(M) The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants agents, affiliates and parent, from and against any all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent. The provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

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

(O) The Company and the CLEC shall 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.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.7 Insurance

2.7.1 Coverage Requirements

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

- (A) Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.
- (B) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (A) above.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.7 Insurance (Cont'd)

##### 2.7.1 Coverage Requirements (Cont'd)

- (C) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property located on or within Company premises. The CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.
- (D) Statutory Workers Compensation coverage.
- (E) Employers Liability coverage in an amount of \$500,000 each accident.
- (F) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

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

##### 2.7.2 Deductibles

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.7 Insurance (Cont'd)

##### 2.7.3 Additional Insureds

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

##### 2.7.4 Waiver of Subrogation Rights

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

##### 2.7.5 Evidence of Insurance

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.7 Insurance (Cont'd)

##### 2.7.5 Evidence of Insurance (Cont'd)

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

##### 2.7.6 Compliance Requirements

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

##### 2.7.7 Self Insurance

If the CLEC net worth exceeds \$100,000,000, the CLEC may elect to self insure and thereby assume the coverage, protections and payments that otherwise would have been provided or made to or on behalf of the Company under the insurance provisions set forth in this section. If the CLEC self-insures, the CLEC shall furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The CLEC is subject to the same liability and indemnification provisions set forth herein.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.8 Confidentiality

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.9 Casualty

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

- (i) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by the Company, the damages thereto shall be repaired by and at the expense of the Company. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location which is usable. The Company reserves the right to elect not to restore the collocation equipment location under the conditions following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.
- (ii) If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Company, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored by the Company. The Company reserves the right to elect not to restore the collocation equipment location under the conditions following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.
- (iii) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the Company or the CLEC, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Company-approved contractor and must be approved in advance by The Company. The Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions following.
- (iv) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Company may terminate the CLEC's collocation arrangement immediately.

If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Company shall decide to demolish it or to rebuild it, then, in any of such events, the Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, the Company will provide the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Company's rights against the CLEC under this tariff prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC, which were on account of any period subsequent to such date shall be returned to the CLEC.



## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.9 Casualty (Cont'd)

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

In the event non-recurring and/or recurring charges were suspended pursuant to the foregoing section, the CLEC's liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, whichever comes first.

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

Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Company and the CLEC each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.

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

#### 2.10 Implementation and Termination of Service

##### 2.10.1 Implementation of Collocation Charges

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

Collection of Non-Recurring Charges. The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 2.3.3. The balance of the NRCs ("NRC Balance") will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.

Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 2.10.4.

Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 2.10.4.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.10 Implementation and Termination of Service

2.10.1 Implementation of Collocation Charges (Cont'd)

If the Company ascertains the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after the notification to retain the collocation space by notifying the Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC accepts the space, whichever comes first.

2.10.2 Grounds for Termination by the Company

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

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

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

If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 2.10.4.

2.10.3 Termination by the CLEC

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

Termination After Completion. If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 2.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 2.10.1. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.10 Implementation and Termination of Service

2.10.3 Termination by the CLEC (Cont'd)

Termination Prior to Completion. If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

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

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

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

2.10.4 Effects of Termination

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

Equipment Removal and Monthly Recurring Charges. The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Company's option. The CLEC shall reimburse the Company for all costs the Company incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC.

The Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 2.16.8 for the removal and disposal of such equipment.

All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Company discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.10 Implementation and Termination of Service (Cont'd)

##### 2.10.4 Effects of Termination (Cont'd)

Refund of Non-Recurring Charges. If the Company or the CLEC has terminated a collocation arrangement pursuant to Sections 2.10.2 and 2.10.3 and the CLEC ("original CLEC") has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), the original CLEC will receive a refund from the Company for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If the Company uses an asset for which a CLEC paid a non-recurring charge, the Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating prorated refunds to a CLEC, the Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, and any remaining refund amount will be issued to the CLEC. Application Fees – Initial and Subsequent submitted

##### 2.10.5 Closure, Decommissioning or Sale of Premises

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

#### 2.11 Miscellaneous

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

#### 2.12 Virtual Collocation

##### Description

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

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLEC's location, the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.

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

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

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.12 Virtual Collocation (Cont'd)

Implementation Intervals and Planning (Cont'd)

The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.

The Company will notify the CLEC of issues or unanticipated delays, as they become known. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

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

Transmission Failure

In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

Accommodations

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

The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises.

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

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

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

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

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

No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to Section 2.12(K)).

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.12 Virtual Collocation (Cont'd)

(E) Plug-ins and Spare Cards

- (1) When a plug-in/card is determined by the Company to be defective, the Company will label the plug-in as defective and place it in the CLEC-dedicated plug-in/card storage cabinet. The CLEC will be notified as the plug-in/card is replaced.
- (2) The Company will not provide spare plug-ins/cards under any circumstances, nor is the Company responsible for the CLEC's failure to replace defective plug-ins/cards. The Company shall not be held responsible if the CLEC provides an inadequate supply of plug-ins/cards. The Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in/card cabinet.
- (3) The CLEC shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, the CLEC shall provide the Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by the CLEC prior to delivery to the Company.
- (4) In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.
- (5) Upon receiving notification from the Company that a plug-in/card has been replaced, the CLEC is then responsible to contact the Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.
- (6) Subject to premise space availability, the CLEC shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to the Company's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established.
- (7) The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC.

(F) Safety and Technical Standards

- (1) The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Company, provision of service to the CLEC may in any way interfere with or adversely affect the Company's network or its ability to service other CLECs.
- (2) All CLEC equipment to be installed in Company premises must fully comply with the Company's premise environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

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By: Kenneth Mason, Vice President

Rochester, New York

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.12 Virtual Collocation (Cont'd)

(F) Safety and Technical Standards (Cont'd)

- (3) It is the CLEC's responsibility to demonstrate and provide to the Company adequate documentation from an accredited source certifying compliance. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.
- (4) CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.
- (5) All the CLEC's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

(G) Control Over Premises Based Equipment

- (1) The Company exercises exclusive physical control over the premises-based transmission equipment that terminates the CLEC's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Company under the direction of the CLEC.

(H) Removal of Equipment

- (1) The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

(I) Installation and Trouble Resolution

- (1) The Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLEC at the number provided and service the equipment as instructed and directed by the CLEC.

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

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

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.12 Virtual Collocation (Cont'd)

##### (J) Placement, Removal and Monitoring of Facilities and Equipment (Cont'd)

- (3) Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. A clear distinction must be made by the CLEC when submitting reports of troubles on the Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 2.12(K)).
- (4) When the CLEC isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the Company. The CLEC shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLEC's technician/contact.
- (5) Responses to all equipment servicing needs will be at the CLEC's direction. Maintenance will not be performed without the CLEC's direct instruction and authorization.
- (6) If the CLEC is providing its own transport fiber for the virtual collocation arrangement, the CLEC will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.
- (7) Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC.
- (8) The CLEC shall provide, own, and operate the terminal equipment at their site outside the Company's premises.

##### (K) Use of Non-Standard Equipment

- (1) When a CLEC requests a virtual collocation arrangement consisting of equipment which the Company does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, the CLEC shall be responsible for training 50%, but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLEC with adequate manufacturer's training.
- (2) The CLEC is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the CLEC. The CLEC shall also pay for the Company technicians' time subject to tariffed rates pursuant to 2.16.8. When travel is required, travel expenses associated with training will be charged to the CLEC based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The CLEC also has the option of arranging and paying for all travel expenses for Company technicians directly.



## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.12 Virtual Collocation (Cont'd)

##### (K) Use of Non-Standard Equipment (Cont'd)

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

##### (L) Additions and Rearrangements

- (1) Once the CLEC has established a virtual collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual collocation arrangement. If the CLEC decides to rearrange an existing virtual collocation arrangement, the CLEC must submit a new application outlining the details of the rearrangement along with a Virtual Engineering/Major Augment fee.

##### (M) Application of Rates and Charges

###### (1) Virtual Engineering Fee

The Company will require an Application Fee – Initial and Subsequent (NRC) per virtual collocation request, per premise or other Company location where the CLEC requests to establish virtual collocation. An Application Fee – Initial and Subsequent is required to be submitted by the CLEC with its application. This fee applies for all new virtual collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Company's performance of an initial site visit and an engineering evaluation.

If the CLEC cancels or withdraws its request for a virtual collocation arrangement prior to turn-up, the CLEC will be liable for all costs and liabilities incurred by the Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

###### (2) Other Virtual Collocation Rate Elements

The application, description, and rates of other Virtual Collocation rate elements are described in Sections 2.15 and 2.16.

##### (N) Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Augment Application described in Section 2.3.5. Requests for converting a Virtual arrangement to a Cageless arrangement that requires no physical changes to the arrangement will be assessed a Minor Augment fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineering/Major Augment Fee and other applicable charges. The Company will notify the CLEC within ten (10) business days following receipt of the completed Augment Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in Section 2.3.7.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.14 Rate Regulations

2.14.1 Rates and Charges

- (A) Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 2.16 following. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

2.14.2 Billing and Payment

- (A) The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 2.4.1 preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.
- (B) The Company will apply charges (e.g., nonrecurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLEC to utilize the completed virtual collocation arrangement will not impair the right of the Company to commence billing.
- (C) The Company shall charge the CLEC for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company's planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLEC's fiber in manhole zero, including license fees, shall be the responsibility of the CLEC.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.15 Description and Application of Rate Elements

##### 2.15.1 Non-Recurring Charges

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

##### 2.15.1.1 Application Fees

###### (A) Application Fee, Initial and Subsequent

The Application Fee applies for each initial Caged, Cageless, Virtual, and Adjacent collocation request and subsequent requests for existing Caged, Cageless, Virtual and Adjacent collocation arrangements. This charge recovers the costs to process the application and is charged per arrangement, per occurrence.

###### (B) Application Fee, Minor Augment

The Minor Augment Fee applies for each minor augment request of an existing Caged, Cageless, or Virtual collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function, per occurrence on behalf of the CLEC including, but not limited to: DC power reductions, removal of virtual equipment, transfer of ownership requests, inventory services, and full terminations.

###### (C) Application Fee, Cable Only Augment

The Cable only Augment Fee applies for each cable augment request of an existing Caged or Cageless collocation arrangement that does not require additional cage space and is charged on a per occurrence basis. Cable augments are those requests that require the Company to perform a service or function on behalf of the CLEC.

###### (D) Application Fee, Power Cable Augment

The Power Cable Augment Fee applies for each power cable augment request of an existing Caged or Cageless collocation arrangement that does not require additional cage space and is charged per multiplexing node, per request. Power Cable augments are those requests that require the Company to perform a service or function on behalf of the CLEC.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.15 Description and Application of Rate Elements (Cont'd)

2.15.1 Non-Recurring Charges (Cont'd)

2.15.1.1 Application Fees (Cont'd)

(E) Application Fee, Extension of Cage and Cable

The Extension of Cage and Cable Fee applies for each extension of cage and cable request of an existing, contiguous Caged collocation arrangement that does require additional cage space. Extensions of Cage and Cable are those requests that require the Company to perform a service or function on behalf of the CLEC. Non-contiguous cage extension is treated as Subsequent request under 2.15.1.1.(A).

(F) Application Fee, Rearrangement of Equipment

The Rearrangement of Equipment Fee applies for each rearrangement of equipment request of an existing Virtual collocation arrangement. Rearrangements of Equipment are those requests that require the Company to perform a service or function on behalf of the CLEC.

(G) Application Fee, Software Upgrade

The Software Upgrade Fee applies for each software upgrade request of an existing Virtual collocation arrangement. Software Upgrades are those requests that require the Company to perform a service or function on behalf of the CLEC.

(H) Application Fee, Additional Card per Shelf

The Additional Card per Shelf Fee applies for each additional card request of an existing Virtual collocation arrangement. Additional card per Shelf are those requests that require the Company to perform a service or function on behalf of the CLEC.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.15 Description and Application of Rate Elements (Cont'd)

##### 2.15.1 Non-Recurring Charges (Cont'd)

##### 2.15.1.2 Engineering and Administration Fees

This charge recovers the costs for processing and implementing a CLEC's request to establish a physical presence in a particular central office and includes but is not limited to: collecting pre-site data, conducting site survey, developing sketches, assignments and routing of cable logistics, making assignments in tracking systems, issuing billing requirements.

(A) Engineering and Administration Fee, Initial and Subsequent

The Engineering and Administration Fee applies for each initial Caged, Cageless, Virtual, and Adjacent collocation request and subsequent requests for existing Caged, Cageless, Virtual, and Adjacent collocation arrangements.

(B) Engineering and Administration Fee, Minor Augment

The Engineering and Administration Fee applies for each minor augment request of an existing Caged, Cageless, or Virtual collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space.

(C) Engineering and Administration Fee, Cable Only Augment

The Engineering and Administration Fee applies for each cable augment request of an existing Caged or Cageless collocation arrangement that does not require additional cage space.

(D) Engineering and Administration Fee, Power Cable Augment

The Engineering and Administration Fee applies for each power cable augment request, per multiplexing node, of an existing Caged or Cageless collocation arrangement that does not require additional cage space. Power Cable augments are those requests that require the Company to perform a service or function on behalf of the CLEC.

(E) Engineering and Administration Fee, Extension of Cage and Cable

The Engineering and Administration Fee applies for each extension of cage and cable request of an existing, contiguous Caged collocation arrangement that does require additional cage space. Extensions of Cage and Cable are those requests that require the Company to perform a service or function on behalf of the CLEC. Non-contiguous cage extension is treated as Subsequent request under 2.15.1.2.(A).

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.15 Description and Application of Rate Elements (Cont'd)

2.15.1 Non-Recurring Charges (Cont'd)

2.15.1.2 Engineering and Administration Fees (Cont'd)

(F) Engineering and Administration Fee, Rearrangement of Equipment

Engineering and Administration Fee applies for each rearrangement of equipment request of an existing Virtual collocation arrangement. Rearrangements of Equipment are those requests that require the Company to perform a service or function on behalf of the CLEC.

(G) Engineering and Administration Fee, Software Upgrade

The Engineering and Administration Fee applies for each software upgrade request of an existing Virtual collocation arrangement. Software Upgrades are those requests that require the Company to perform a service or function on behalf of the CLEC.

(H) Engineering and Administration Fee, Additional Card per Shelf

The Additional Card per Shelf Fee applies for each additional card request of an existing Virtual collocation arrangement. Additional card per Shelf are those requests that require the Company to perform a service or function on behalf of the CLEC.

2.15.1.3 Installation and Acceptance Testing Fees

The Installation and Acceptance Testing Fees applies to installing CLEC-provided equipment in an existing Virtual collocation. Installation and Acceptance Testing are those requests that require the Company to perform a service or function on behalf of the CLEC.

2.15.1.4 Space Conditioning Fees

Space Conditioning Fees apply to Caged and Cageless collocation based on the square footage of the actual node (i.e., 25 sq. ft., 100 sq. ft., 300 sq. ft.) for Caged collocation. An additional charge applies per 20 square feet added to a Caged collocation. For Cageless collocation, the fee applies to 15 sq. ft. per bay.

2.15.1.5 Cable and Frame Termination Fees

Cable and Frame Termination Fees apply to Caged, Virtual, Cageless, and Adjacent collocation based on the size of the cable extending from the CLEC area to the network termination at the main distributing frame, digital cross connect bay, or fiber distribution frame. Cable and Frame Termination Fees also apply in addition the Dedicated Transit Service Fees in Section 2.15.1.2.0 when the connection is established between two collocation arrangements. These fees apply in addition to Section 2.15.2.2 for associated Monthly Recurring Charges.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.15 Description and Application of Rate Elements (Cont'd)

2.15.1 Non-Recurring Charges (Cont'd)

2.15.1.6 Adjacent OSP Entrance Facility Fee

Adjacent OSP Entrance Facility Fee applies to Adjacent collocation only per request, per entrance facility associated with the CLEC provided off-site facilities to be connected to the arrangement at the designated manhole. This fee recovers the investment for breaking out the manhole if the CLEC requires a connection from its conduit to the designated manhole. Contract Work Inspector time to recover the investments related to the manhole breakout by a Company employee, and investments associated with the outside plant engineering designs.

2.15.1.7 Miscellaneous Services

Miscellaneous Services applies to additional labor requested by the CLEC to perform a service or function on behalf of the CLEC.

(A) Escort Fee

Escorting Fees apply to Caged, Virtual, or Cageless collocations when a CLEC requests an escorted visit to areas outside of the secured collocation area for the first half hour and each additional quarter hour. (T)

(B) Cable Placement and Splicing Fees

Cable Placement and Splicing Fees per engineer/technician for pulling cable from the designated manhole to the collocation space occupied by the CLEC and applies to Caged and Cageless collocations.

(C) Training Cost Fees

Training Cost Fees apply to Caged, Cageless, and Virtual collocation. When it is determined that training technicians is necessary to service CLEC specified equipment that is not used by the Telephone Company in the collocated central office. Training Cost Fees apply for the first half hour and each additional quarter hour.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.15 Description and Application of Rate Elements (Cont'd)

##### 2.15.1 Non-Recurring Charges (Cont'd)

##### 2.15.1.7 Miscellaneous Services (Cont'd)

##### (D) Equipment and Maintenance Charge

The Equipment and Maintenance Charge applies to the first half hour and each additional quarter hour. When the Telephone Company is notified by the CLEC that maintenance is required, technicians will perform the specific instructions of the CLEC.

##### 2.15.1.8 Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card or for each five security cards provided to the CLEC as appropriate.

##### 2.15.1.9 Site Survey Report

The Site Survey Report will be provided only with a signed confidentiality agreement at the request of the CLEC and is strictly optional. When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular central office. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation and is available for Caged, Cageless, and Virtual collocations.

##### 2.15.1.10 BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on each request, per port. See Section 2.15.2.7 for associated Monthly Recurring Charges.



LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.15 Description and Application of Rate Elements (Cont'd)

2.15.1 Non-Recurring Charges (Cont'd)

2.15.1.11 Dedicated Transit Service (DTS)

Dedicated is the establishment of a connection between two Caged, Cageless, or Virtual collocation arrangements at the DS0, DS1, DS3, or Optical Level. Cable and Frame Termination Fees in Section 2.15.1.5 apply in addition the Dedicated Transit Service Fees when the connection is established between two collocation arrangements. DTS is a cross connection between two Cable and Termination Fees; one from the collocation arrangement to the Telephone Company's network and one from the Telephone Company's network to the second collocation.

(A) Service Order Fee

The Service Order Fee is applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs.

(B) Service Order Fee, Manual Surcharge

The Service Order Fee, Manual Surcharge applies per DTS order when the semi-mechanized ordering interface is not used.

(C) Service Connection and Provisioning Fee

The Service Connection and Provisioning Fee is applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

(D) Service Connection/CO Wiring

Applied per DTS jumper to recover the costs of DTS jumper material and wiring

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.15 Description and Application of Rate Elements (Cont'd)

2.15.2 Monthly Charges

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

2.15.2.1 Other Building Expenses

(A) Building Expense Fee

The Building Expense Fee applies to Caged collocations on a per collocation square foot basis for the recovery of depreciation and return, income and property taxes.

(B) Occupancy Expense Fee

The Occupancy Expense Fee applies to Cageless collocations on a per Bay basis for the recovery of depreciation and return, income and property taxes.

(C) Equipment Support Fee

The Equipment Support Fee applies to Virtual collocations on a per Half bay basis for the recovery of the costs for the equipment bay and the associated building expense.

(D) Space Cabinet Fee

The Spare cabinet Fee applies to Virtual collocations may a CLEC elects to have the Telephone Company install a cabinet to house spare equipment.

## LOCAL NETWORK ACCESS SERVICES

### 2. COLLOCATION SERVICE (Cont'd)

#### 2.15 Description and Application of Rate Elements (Cont'd)

##### 2.15.2 Monthly Charges (Cont'd)

(I) DC Power

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

(J) Facility Termination

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

(K) BITS Timing

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

(L) Building Modification

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

(M) Environmental Conditioning

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

##### 2.15.2.2 Cable and Frame Termination Fees

Cable and Frame Termination Fees apply to Caged, Cageless, and Adjacent collocation based on the size of the cable extending from the CLEC area to the network termination at the main distributing frame, digital cross connect bay, or fiber distribution frame. Cable and Frame Termination Fees also apply in addition the Dedicated Transit Service Fees in Section 2.15.1.2.0 when the connection is established between two collocation arrangements. These fees apply in addition to Section 2.15.15 for associated Non Recurring Charges.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.15 Description and Application of Rate Elements (Cont'd)

2.15.2 Monthly Charges (Cont'd)

2.15.2.3 DC Power Consumption Fee

The DC Power Consumption Fee is applied on a per load amp basis on the total number of load amps ordered on each. This charge is designed to recover the amount of DC power supplied by a battery to the CLEC requested device being powered. (T)

2.15.2.4 Power Distribution Fee

The Power Distribution Fee is applied per CLEC requested fuse size per feed. The CLEC can request fuse in 15, 30, 45, 60, 70, 100, and 125 amp sizes for caged, cageless, and virtual collocations. This charge is designed to recover the costs of placing power cables from the CLEC's location to the power sources including the power cable, cable support, engineering, and installation.

2.15.2.5 Space and Conduit Fee

The Space and Conduit Fee is applied per foot per innerduct to support facilities between the Telephone Company designated manhole and the vault area in the collocated central office.

2.15.2.6 Cable Rack Fee

The Cable Rack Fee is applied per foot per cable to support facilities between the CLEC collocation area and the vault area in the collocated central office.

2.15.2.7 BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per request, per port cost. See Section 2.15.1.2.0 for associated Non recurring charges.

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.16 Rates and Charges

|  | <u>NRC</u> | <u>MONTHLY CHARGE</u> |
|--|------------|-----------------------|
| 2.16.1 <u>Application Fees</u>                                 |            |                       |
| 2.16.1.1 Initial and Subsequent, Per Occurrence                |            |                       |
| Caged or Cageless  | \$1,000.00 | --                    |
| Virtual  | 1,000.00   | --                    |
| Adjacent   | 1,000.00   | --                    |
| 2.16.1.2 Minor Augment, Per Occurrence                         |            |                       |
| Caged or Cageless  | 500.00     | --                    |
| Virtual  | 500.00     | --                    |
| 2.16.1.3 Cable Only Augment, Per Occurrence                    |            |                       |
| Caged or Cageless  | 1,000.00   | --                    |
| 2.16.1.4 Power Cable Augment, Per Occurrence                   |            |                       |
| Caged or Cageless  | 1,000.00   | --                    |
| 2.16.1.5 Extension of Cage and Cable,<br>Per Occurrence Caged  | 1,000.00   | --                    |
| 2.16.1.6 Augment or Rearrangement of Equipment, Per Occurrence |            |                       |
| Virtual  | 750.00     | --                    |
| 2.16.1.7 Software Upgrade, Per Occurrence                      |            |                       |
| Virtual  | 500.00     | --                    |
| 2.16.1.8 Additional Card per Shelf, Per Occurrence             |            |                       |
| Virtual  | 500.00     | --                    |
| 2.16.2 <u>Engineering and Administration Fees</u>              |            |                       |
| 2.16.2.1 Initial and Subsequent, Per Occurrence                |            |                       |
| Caged or Cageless  | 787.43     | --                    |
| Virtual  | 765.78     | --                    |
| Adjacent   | 787.43     | --                    |
| 2.16.2.2 Minor Augment, Per Occurrence                         |            |                       |
| Caged or Cageless  | 249.46     | --                    |
| Virtual  | 249.46     | --                    |
| 2.16.2.3 Cable Only Augment, Per Occurrence                    |            |                       |
| Caged or Cageless  | 224.75     | --                    |
| 2.16.2.4 Power Cable Augment, Per Occurrence                   |            |                       |
| Caged or Cageless  | 149.18     | --                    |
| 2.16.2.5 Extension of Cage and Cable, Per Occurrence           |            |                       |
| Caged  | 228.68     | --                    |
| 2.16.2.6 Augment or Rearrangement of Equipment, Per Occurrence |            |                       |
| Virtual  | 312.68     | --                    |

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.16 Rates and Charges (Cont'd)

|   | <u>NRC</u> | <u>MONTHLY<br/>CHARGE</u> |
|---|------------|---------------------------|
| 2.16.2 Engineering and Administration Fees (cont.)            |            |                           |
| 2.16.2.7 Software Upgrade, Per Occurrence<br>Virtual          | \$ 479.24  | --                        |
| 2.16.2.8 Additional Card per Shelf, Per Occurrence<br>Virtual | 430.13     | --                        |
| 2.16.3 Installation and Acceptance Fees<br>Virtual            |            |                           |
| OC3   | 1,512.02   | --                        |
| OC12  | 1,512.02   | --                        |
| OC48  | 1,512.02   | --                        |
| Litespan Equipment  | 1,512.02   | --                        |
| 2.16.4 Space Conditioning Fees                                |            |                           |
| Caged   |            |                           |
| 25 square feet  | 4,437.45   | --                        |
| 100 square feet   | 17,749.78  | --                        |
| 300 square feet   | 53,249.34  | --                        |
| Additional 20 square feet                                     | 3,549.96   | --                        |
| Cageless  |            |                           |
| 15 square feet per Bay  | 3,036.80   | --                        |
| 2.16.5 Other Building Expense                                 |            |                           |
| Building Expense, Caged or Virtual, per square foot           | --         | \$ 1.54                   |
| Occupancy Expense, Cageless, per Bay                          | --         | 23.10                     |
| Equipment Support, Virtual, per Half Bay, or fraction of      | --         | 13.82                     |
| Spare Cabinet, Virtual, per Half Bay, or fraction of          | --         | 5.39                      |

LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.16 Rates and Charges (Cont'd)

|   | <u>NRC</u> | <u>MONTHLY<br/>CHARGE</u> |
|---|------------|---------------------------|
| 2.16.6 Cable and Frame Termination                |            |                           |
| 2.16.6.1 Caged SAC Cable and Frame Termination    |            |                           |
| Per Voice Grade Cable                             |            |                           |
| Per 100 Pair                                      | 1,127.30   | 6.70                      |
| Per DS1 Cable                                     |            |                           |
| Per 28 Pair                                       | 1,252.13   | 7.44                      |
| Per DS3 Cable                                     |            |                           |
| Per DS3   | 403.48     | 2.40                      |
| Per Fiber Cable                                   |            |                           |
| Per 12 Fiber                                      | 1,115.09   | 6.63                      |
| 2.16.6.2 Cageless SAC Cable and Frame Termination |            |                           |
| Per Voice Grade Cable                             |            |                           |
| Per 100 Pair                                      | 1,127.30   | 6.70                      |
| Per DS1 Cable                                     |            |                           |
| Per 28 Pair                                       | 1,252.13   | 7.44                      |
| Per DS3 Cable                                     |            |                           |
| Per DS3   | 403.48     | 2.40                      |
| Per Fiber Cable                                   |            |                           |
| Per 12 Fiber                                      | 1,115.09   | 6.63                      |
| 2.16.6.3 Adjacent IAC Cable and Frame Termination |            |                           |
| Per Voice Grade Cable                             |            |                           |
| Per 100 Pair                                      | 1,127.30   | 6.70                      |
| Per DS1 Cable                                     |            |                           |
| Per 28 Pair                                       | 1,252.13   | 7.44                      |
| Per DS3 Cable                                     |            |                           |
| Per DS3   | 403.48     | 2.40                      |
| Per Fiber Cable                                   |            |                           |
| Per 12 Fiber                                      | 1,115.09   | 6.63                      |
| 2.16.7 Adjacent OSP Entrance Facility Fee         | 976.46     | --                        |





LOCAL NETWORK ACCESS SERVICES

2. COLLOCATION SERVICE (Cont'd)

2.16 Rates and Charges (Cont'd)

|   | <u>NRC</u> | <u>MONTHLY<br/>CHARGE</u> |
|---|------------|---------------------------|
| 2.16.9 Dedicated Transit Service (DTS)          |            |                           |
| Per Voice Grade or Per DS1                      |            |                           |
| Service Order, per order                        | 5.13       | --                        |
| Service Order, Manual Surcharge, per order      | 107.78     | --                        |
| Service Connection and Provisioning, per jumper | 92.19      | --                        |
| Per DS3 or Per Dark Fiber Pair                  |            |                           |
| Service Order, per order                        | 5.13       | --                        |
| Service Order, Manual Surcharge, per order      | 107.78     | --                        |
| Service Connection and Provisioning, per jumper | 188.55     | --                        |