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January 7, 2005

Ms. Beth W. Salak, Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Salak:

Attached are copies of new tariff pages filed as part of our Verizon Florida Inc. Facilities for Intrastate Access Tariff, Section 19 Collocation Service. See Attachment A for a listing of the impacted tariff sheets.

The purpose of this filing is to comply with Order No. PSC-03-1358-FOF-TP and Order No. PSC-04-0228-FOF-TP for Docket No. 990321-TP and Order No. PSC-04-0895-FOF-TP for Docket No. 981834-TP/990321-TP as issued by the Florida Public Service Commission.

If you require additional information, please contact Carlton A. Ball at (813) 483-2529.

Sincerely,
David M. Christian
Assistant Vice President
Regulatory Affairs Florida

DMC:sv
Attachments

ATTACHMENT A

Facilities for Intrastate Access

Section 19 Collocation Service

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19. COLLOCATION SERVICE

19.3 Ordering Conditions

19.3.1 Application

(A) Point of Contact

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

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

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

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form 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 Section 19.16 on an Individual Case Basis (ICB) associated with complying with the application request.

(C) Collocation Billing

The non-refundable engineering fee set forth in Section 19.16 will be billed within thirty (30) calendar days of the date when the Company provides an application response as specified in Section 19.3.2. All other non-recurring charges shall be billed in accordance with Section 19.10.1.

(N)
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 (N)

19. COLLOCATION SERVICE

19.3 Ordering Conditions (Continued)19.3.2 Space Availability

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

- (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 20 business days. At the end of this period, the Company will proceed as described in (A) or (B) above.

19.3.3 Collocation Schedule

If space is available, the Company will provide to the CLEC a collocation schedule describing the Company's ability to meet the collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Company provided collocation schedule to inform the Company of its intent to proceed with the collocation request. (C)
(C)

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. (T)

19.3.4 (Reserved For Future Use)19.3.5 Augmentation

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

- A) Major Augments are those requests that require additional AC or DC power, HVAC system upgrade(s), transmission or power cables, or floor space. A complete application and Engineering Fee will be required when submitting a request that requires a major augment.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued) (T)19.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Continued) (T)

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

- **Day 1:** CLEC submits completed application. (D)
- **Day 8:** The Telephone Company notifies CLEC that the request can be accommodated and advises of due date. (D)
- **Day 17:** CLEC notifies the Telephone Company of its intent to proceed. (D)
- **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 collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not described herein.

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

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

A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. 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. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The labor rate in Section 19.16 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.

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

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 CLECs of the time estimates as soon as possible.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)19.4.2 Space Preparation (Continued)(B) Site Selection/Power (Continued)

The Company shall provide, at the rates set forth in Section 19.16, 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. The CLEC shall have the option of obtaining AC Power for its collocation equipment subject to technical feasibility, the National Electric Code, and all other applicable electric and building codes. (N)

(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 five (5) load amps for each caged, cageless, and virtual collocation arrangement. CLECs may order additional DC Power (beyond the minimum) in five (5) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed. (C)

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

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

- (1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- (2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment:
 - (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.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)19.4.3 Equipment and Facilities (Continued)(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.

If the CLEC provides its own fiber optic facility, 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 unless the CLEC demonstrates a legitimate need for copper cable and that entrance capacity is not at or near exhaustion for the premises associated with the CLEC's collocation request. 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. (N) (N)

(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, and 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, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)19.4.7 Emergency Access

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

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

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

19.5 Space Requirements19.5.1 Space Availability

The Company shall permit the CLEC to secure collocation space on a first-come, first-serve priority basis upon the Company's receipt of the CLEC's intent to proceed as described in Section 19.3.3. If the Company is unable to (C) 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 any known changes. This information will be listed at the following public Internet URL:

<http://www.verizon.com/regulatory>

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19. COLLOCATION SERVICE

19.5 Space Requirements (Continued)19.5.1 Space Availability (Continued)

For those Company premises that have been granted a Waiver from Caged and Cageless collocation, the Company will notify the State Commission and CLECs sixty (60) calendar days in advance of new Caged and Cageless collocation space becoming available. The Company will inform the State Commission and CLECs previously requesting collocation space at the premises of the new space availability in writing. In the event the Company's determination that collocation space will be available does not allow for sixty (60) calendar days' notice, the Company will notify the State Commission and requesting CLECs within two business days of this determination.

When Caged and Cageless collocation space becomes available in a premises where space was previously unavailable, CLECs who previously applied for collocation space or submitted a Letter of Intent will given priority for the new collocation space based on the date of their prior application or the date received of the Letter of Intent for the premises. If a CLEC has accepted Virtual collocation after being denied Caged or Cageless collocation space, the CLEC will still be given priority for the new collocation space based on the denial date of their prior Caged or Cageless application. Any collocation space remaining after the new space has been offered to prior applicants will be available on a first-come, first-served basis based on the CLEC's intent to proceed as described in Section 19.3.3. (C)

If the Company is unable to meet the time frames applicable to any of the requirements identified in this Section, the Company shall seek an extension of time from the Commission at least three business days prior to the expiration of the identified time frame.

19.5.2 Minimum/Maximum/Additional Space

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Section 19.16. The Company will not be required to lease additional space when available space has been exhausted.

19.5.3 Use of Space

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

19. COLLOCATION SERVICE

19.5 Space Requirements (Continued)

19.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures of Section 19.5.1. 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. CLECs shall provide the Company with two-year forecasts, on an annual basis, to assist the Company in premises planning. CLEC cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

19.5.5 Collocation Space Report

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

- Detailed description and amount of caged and cageless collocation space available;
- 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, as specified in Section 19.16, will be assessed per request and per premises.

19.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 19.5.4, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements.

The Company will be allowed to reclaim unused collocation space when the Company's premises is at or near space exhaustion and a CLEC cannot demonstrate that the CLEC will utilize the space within a reasonable time. In the event of space exhaust or near exhaust within a premise, the Company must provide written notice to the CLEC requesting that the CLEC release nonutilized collocation space to the Company when 100 percent of the space in the CLEC's collocation arrangement is not being utilized. Within twenty (20) days of receipt of written notification from the Company, the CLEC shall either, one, return the nonutilized collocation space to the Company, in which case the CLEC shall be relieved of all obligations for charges for that portion of the collocation space so released; or, two, provide the Company with information to demonstrate that the space will be utilized within eighteen (18) months from the date the CLEC accepted the collocation space. Disputes concerning the Company's claims of exhaust, or near exhaust, or the CLEC's refusal to return requested collocation space should be resolved by the Company and CLEC

(N)
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 (M)
 (N)

(M) Material moved to page 20.

19. COLLOCATION SERVICE

19.5 Space Requirements (Continued)19.5.6 Reclamation (Continued)

pursuant to the CLEC's interconnection agreement. If the dispute cannot be resolved by the Company and CLEC (N)
pursuant to the CLEC's interconnection agreement, the dispute should be submitted to the Commission for resolution. (N)

The Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation (M)
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. (M)

19.6 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.
- (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.

(M) Material moved from page 19.

(N)

19. COLLOCATION SERVICE

19.10 Implementation, Termination, and Transfer of Service (C)19.10.1 Implementation of Collocation Charges

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

- (A) Collection of Non-Recurring Charges. The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 19.3.1(C). 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. (T)
- (B) Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 19.10.4.
- (C) Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 19.10.4.

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

19. COLLOCATION SERVICE

19.10 Implementation, Termination, and Transfer of Service (Continued)

(C)

19.10.2 Grounds for Termination by the Company

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

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

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

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

19. COLLOCATION SERVICE

19.10 Implementation, Termination, and Transfer of Service (Continued)

(C)

19.10.3 Termination by CLEC

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

- (A) Termination After Completion. If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 19.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 19.10.1(A). If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.
- (B) Termination Prior to Completion. If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

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 CLEC to the Company, with any remaining refund amount issued to 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.

19. COLLOCATION SERVICE

19.10 Implementation, Termination, and Transfer of Service (Continued)

(C)

19.10.4 Effects of Termination

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

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

The Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 19.16 for the removal and disposal of such equipment.

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

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

19.10.5 Closure, Decommissioning or Sale 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.

(M)

(M)

(M) Material moved to Page 26.0.3.

(N)

19. COLLOCATION SERVICE

19.10 Implementation, Termination and Transfer of Service (Continued)

19.10.6 CLEC to CLEC Transfer of Collocation Space

(N)

A CLEC shall be allowed to transfer collocation space to another CLEC under the following conditions: (1) the premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon the Company's approval, who will not unreasonably withhold permission; (3) there are no unpaid, undisputed collocation balances between the Company and transferring CLEC; and (4) the transfer of the collocation space is in conjunction with the CLEC's sale of all, or substantially all, of the in-place collocation equipment to the acquiring CLEC.

The responsibilities of the transferring CLEC shall include: (1) submitting a letter of authorization to the Company for the transfer, (2) entering into a transfer agreement with the Company and acquiring CLEC; and (3) returning all access cards and keys to the Company. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to the Company for transfer of the collocation arrangement; (2) satisfying all requirements of its interconnection agreement with the Company; (3) submitting a letter to the Company for the assumption of services; and (4) entering into a transfer agreement with the Company and transferring CLEC. It is the responsibility of the Company to ensure that the above responsibilities are completely satisfied and the transfer of space is done as quickly as possible. Nothing herein is intended to modify any rights or obligations of the parties under bankruptcy law.

(N)

19.11 Miscellaneous

(M)

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.

(M)

(M) Material moved from Page 26.0.2.

19. COLLOCATION SERVICE

19.14 Rate Regulations

19.14.1 Rates and Charges

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this Tariff are set forth in Section 19.16. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

(D)
|
(D)

19.15 Description and Application of Rate Elements

19.15.1 Non-Recurring Charges

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

(A) Engineering/Major Augment Fee

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

19. COLLOCATION SERVICE

19.15 Description and Application of Rate Elements (Continued)

19.15.1 Non-Recurring Charges (Continued)

(Z) Adjacent Cable Splice-Engineering

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

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

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

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

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

(AC) Adjacent Fiber Cable Splice

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

(AD) Adjacent Facility Pull-Engineering

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

(AE) Adjacent Facility Pull-Labor

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

(AF) Adjacent Cable Termination

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

(AG) (Reserved for Future Use)

(C)
 (T)
 (N)
 (D)
 (D)
 (D)
 (D)
 (D)
 (D)

(AH) (Reserved for Future Use)

(AI) (Reserved for Future Use)

19. COLLOCATION SERVICE

19.15 Description and Application of Rate Elements (Continued)19.15.1 Non-Recurring Charges (Continued)(AQ) Virtual Software Upgrade

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

(AR) Virtual Card Installation

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

(AS) Cage Ground Bar

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

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

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

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

Applied per DTS circuit to the requesting CLEC for recovery of DTS circuit material, wiring, and service (C)
turn-up/disconnection for DS0, DS1, DS3, and dark fiber circuits. (N)

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

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

19. COLLOCATION SERVICE

19.15 Description and Application of Rate Elements (Continued)19.15.2 Monthly Charges (Continued)(F) Fiber Cable Vault Splice

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

(G) Cable Rack Space-Metallic

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

(H) Cable Rack Space-Fiber

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

(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.

19. COLLOCATION SERVICE

19.16 Rates and Charges

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.1 Engineering/Major Augment Fee, Per Occurrence			
Caged or Cageless	\$ 1,380.25	--	(I)
Virtual	756.67	--	(R)
Microwave Augment	1,091.17	--	(R)
19.16.2 Minor Augment Fee, Per Occurrence	256.69	--	(I)
19.16.3 Access Card Administration, Per Card	31.64	--	(I)
19.16.4 Cage Enclosure, Per Cage			(N)
25-100 Sq.Ft. Cage	3,855.82	--	(R)
101-200 Sq.Ft. Cage	5,148.52	--	(R)
201-300 Sq.Ft. Cage	6,441.22	--	(R)
301-400 Sq.Ft. Cage	7,742.26	--	(R)
401-500 Sq.Ft. Cage	9,034.96	--	(R)
19.16.5 Cage Enclosure Augment Per Sq. Ft. Fencing	11.81	--	(R)
19.16.6 BITS Timing, Per Project	209.66	--	(R)
Per Month, Per Port	--	\$ 8.58	(R) (N)
19.16.7 Overhead Superstructure, Per Project	1,247.53	--	(R)
19.16.8 Facility Pull-Engineering Per Project	83.61	--	(I)
19.16.9 Facility Pull-Labor, Per Cable Run			(N)
Metallic	128.80	--	(R)
Fiber Optic Patchcord	212.75	--	(I)
19.16.10 Cable Termination			
DSO Cable, per 100 pair cable terminated	4.60	--	(I) (T)
DS1 Cable, per 28 pair cable terminated	1.15	--	(I) (T)
DS3 Coaxial Cable (Preconnectorized), per cable terminated	1.15	--	(I) (T)
DS3 Coaxial Cable (Unconnectorized), per cable terminated	11.49	--	(I) (T)
Fiber Optic Patchcord, per termination	1.15	--	(I) (T)
Category 5 Cable, per 25 pair cable terminated	1.15	--	(N)
19.16.11 Fiber Cable Pull-Engineering Per Project	1,371.12	--	(I)
19.16.12 Fiber Cable Pull-Place Innerduct Per Linear Foot	0.73	--	(R)
19.16.13 Fiber Cable Pull-Labor Per Linear Foot	0.49	--	(R)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.14 Fiber Cable Pull-Cable-Fire Retardant Per Occurrence	\$ 45.98	--	(I)
19.16.15 Fiber Cable Splice-Engineering Per Splicing Project	68.56	--	(N) (I) (N)
19.16.16 Fiber Cable Splice Per Fiber Strand	41.03	--	(R) (N)
19.16.17 DC Power			
Engineering, Per Project	83.61	--	(I)
Cable Pull/Termination, Per Cable	395.25	--	(R)
Ground Wire, Per Wire	9.38	--	(R)
Facility and Utility, Per Load Amp (10 Amp Min)	--	\$ 14.30	(R)
19.16.18 Cable Material Charge			
Facility Cable, Per Cable Run			
DSO Cable (Connectorized)			
100 Pair	265.43	--	(R)
DS1 Cable (Connectorized)	121.70	--	(R)
DS3 Coaxial Cable	36.12	--	(R)
Fiber Optic Patchcord-24 Fiber (Connectorized)	775.15	--	(R)
Facility Cable, Per linear Foot			
Category 5 (Connectorized)	1.14	--	(I)
Power Cable, Per Cable Run			
Wire Power 1/0	32.83	--	(R)
Wire Power 2/0	40.20	--	(R)
Wire Power 3/0	49.58	--	(R)
Wire Power 4/0	62.98	--	(R)
Wire Power 350 MCM	111.89	--	(R)
Wire Power 500 MCM	219.09	--	(R)
Wire Power 750 MCM	337.68	--	(R)
19.16.19 Caged Floor Space, Per Square Foot, Per Month	--	1.78	(R)
19.16.20 Relay Rack Floor Space, Per Linear Foot, Per Month	--	7.58	(R)
19.16.21 Cabinet Floor Space, Per Linear Foot, Per Month	--	10.25	(R)
19.16.22 Cable Subduct Space-Manhole Per Subduct, Per Month	--	3.59	(R) (C)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.23 Cable Subduct Space Per Linear Foot, Per month	--	\$ 0.02	(R)
19.16.24 Fiber Cable Vault Splice-48 Fiber Material, Per Splice, Per month	--	6.44	(R)
19.16.25 (Reserved for Future Use)			(D)
19.16.26 Fiber Cable Vault Splice-96 Fiber Material, Per Splice, Per Month	--	19.90	(R)
19.16.27 (Reserved for Future Use)			(D)
19.16.28 Cable Rack Space-Metallic Per Cable Run, Per Month	--	0.15	(R)
19.16.29 Cable Rack Space-Fiber Fiber Entrance Facility Cable, Per Innerduct Foot, Per Month	--	0.005	(R)
Fiber Optic Patchcord to Fiber Distribution Frame, Per Cable, Per Month	--	0.11	(R)
19.16.30 Facility Termination DSO, Per 100 Pair, Per Month	--	2.68	(R)
DS1, Per 28 Pair, Per Month	--	8.23	(R)
DS3, Per DS3, Per Month	--	20.91	(I)
Fiber Optic Patchcord, Per Connector, Per Month	--	0.37	(R)
19.16.31 Building Modification Per Request	--	112.67	(R) (C)
19.16.32 Environmental Conditioning Per Load Amp DC Power (10 Amp Min)	--	1.52	(R)
19.16.33 Adjacent Engineering Fee On-Site, Per Occurrence	\$ 1,292.21	--	(I)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.34 Adjacent Fiber Cable Pull- Engineering, Per Project	\$ 1,371.12	--	(I)
19.16.35 Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot	0.73	--	(R)
19.16.36 Adjacent Fiber Cable Pull-Labor Per Linear Foot	0.49	--	(N) (R)
19.16.37 Adjacent Cable Fire Retardant Per Occurrence	45.98	--	(I)
19.16.38 Adjacent Metallic Cable Pull- Engineering, Per Project	1,371.12	--	(I)
19.16.39 Adjacent Metallic Cable Pull-Labor Per Linear Foot	0.60	--	(N) (R)
19.16.40 Adjacent Metallic Cable Splice Engineering, Per Splicing Project Greater than 200 Pair, Per DSO/DS1 Pair	68.56	--	(I) (N)
	0.65	--	(R)
200 Pair or Less, Per DSO/DS1 Pair	1.20	--	(R)
19.16.41 Adjacent Fiber Cable Splice Engineering, Per Splicing Project	68.56	--	(I) (C)
48 Fiber or Less, Per Fiber Strand	41.03	--	(R) (N)
Greater than 48 Fiber, Per Fiber Strand	38.64	--	(R) (N)
19.16.42 Adjacent Metallic Facility Pull-Engineering Per Project	83.61	--	(N) (I)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.43 Adjacent Metallic Facility Pull Per Linear Foot	\$ 1.15	--	(N) (I)
19.16.44 Adjacent Cable Termination DSO Cable (Connectorized) Per 100 Pair	4.60	--	(I)
DSO Cable (Unconnectorized) Per 100 Pair	45.98	--	(I)
DS1 Cable (Connectorized) Per 28 Pair	1.15	--	(I)
DS1 Cable (Unconnectorized) Per 28 Pair	34.48	--	(I)
DS3 Coaxial Cable (Connectorized) Per DS3	1.15	--	(C) (I)
DS3 Coaxial Cable (Unconnectorized) Per DS3	11.49	--	(I)
Fiber Cable, Per Fiber Termination	41.03	--	(R)
Category 5 Cable (Connectorized), Per 25 Pair	1.15	--	(N)
19.16.45 Adjacent Subduct Space Manhole, Per Subduct Per Linear Foot	-- --	\$ 3.59 0.02	(R) (C) (R)
19.16.46 Adjacent Conduit Space (4" Duct) Manhole, Metallic, Per Conduit Metallic, Per Linear Foot	-- --	6.81 0.03	(R) (R)
19.16.47 Adjacent Facility Termination-Material DSO Cable, Per 100 Pair	--	2.68	(R)
DS1 Cable, Per 28 Pair	--	8.23	(R)
DS3 Cable, Per Coaxial	--	20.91	(I)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.48 Adjacent Cable Vault Splice			(C)
Per 1200 Pair, Material, Per Splice Closure	--	\$ 294.23	(R) (N)
			(D)
Per 900 Pair, Material, Per Splice Closure	--	214.45	(R) (N)
			(D)
Per 600 Pair, Material, Per Splice Closure	--	142.61	(R) (N)
			(D)
Per 100 Pair, Material, Per Splice Closure	--	30.14	(R) (N)
			(D)
Per 48 Fiber, Material, Per Splice Closure	--	6.44	(R) (N)
Per 48 Fiber, Per Subduct	--	0.66	(R)
Per 96 Fiber, Material, Per Splice Closure	--	19.90	(R) (N)
Per 96 Fiber, Per Subduct	--	0.66	(R)
19.16.49 Adjacent Cable Rack Space			
Metallic DSO, Per Linear Foot	--	.003	(R)
Metallic DS1, Per Linear Foot	--	.002	(R)
Fiber, Per Innerduct Foot	--	.005	(R)
Coaxial, Per Linear Foot	--	.01	
19.16.50 Collocation Space Report-Per Wire			
Center or Access Tandem Requested	\$ 997.83	--	(R)
19.16.51 Labor Rates, Per Technician			
Basic Business Day			
1 st Half Hour	48.31	--	(I)
Each Additional Half Hour	24.15	--	(I)
Overtime Non-Business Day			
1 st Half Hour	100.00	--	
Each Additional Half Hour	75.00	--	
Premium Non-Business Day			
1 st Half Hour	150.00	--	
Each Additional Half Hour	125.00	--	
19.16.52 Facility Pull (Microwave Only), Per Linear Foot	1.15	--	(I)
19.16.53 Microwave Rooftop Space			
Per Square Foot, Per Month	--	1.78	(R)
19.16.54 Building Penetration for Microwave Cable, Per Occurrence	ICB		
19.16.55 Special Work for Microwave, Per Occurrence	ICB		
19.16.56 Virtual Equipment Installation, Per Quarter Rack	3,693.59	--	(I)
19.16.57 Virtual Software Upgrade, Per Base Unit	98.62	--	(I)
19.16.58 Virtual Card Installation, Per Card	238.54	--	(I)
19.16.59 Virtual Equipment Maintenance, Per Quarter Rack		71.23	(R)
19.16.60 Cage Ground Bar	926.77	--	(R)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.61 Dedicated Transit Service (DTS) – DSO			(T)
			(D)
Service Order, Semi-Mechanized, per order	42.46	--	(I)
Service Order, Manual, per order	74.99	--	(I)
			(D)
			(D)
Service Order, Disconnect, Semi-Mechanized, per order	38.01	--	(N)
Service Order, Disconnect, Manual, per order	67.58	--	(N)
			(D)
			(D)
			(D)
Service Connection, CO Wiring, per circuit	18.24	--	(N)
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--	(N)
Service Connection, Provisioning, per order	133.60	--	(N)
Service Connection, Provisioning, Disconnect, per order	46.67	--	(N)
19.16.62 Dedicated Transit Service (DTS) – DS1/DS3			
Service Order, Semi-Mechanized, per order	42.46	--	(N)
Service Order, Manual, per order	74.99	--	(N)
Service Order, Disconnect, Semi-Mechanized, per order	40.30	--	(N)
Service Order, Disconnect, Manual, per order	69.87	--	(N)
Service Connection, CO Wiring, DS1, per circuit	19.29	--	(N)
Service Connection, CO Wiring, DS3, per circuit	65.59	--	(N)
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--	(N)
Service Connection, Provisioning, per order	132.73	--	(N)
Service Connection, Provisioning, Disconnect, per order	46.67	--	(N)
19.16.63 Dedicated Transit Service (DTS) – Dark Fiber			
Service Order, Semi-Mechanized, per order	71.47	--	(N)
Service Order, Manual, per order	74.43	--	(N)
Service Order, Disconnect, Semi-Mechanized, per order	39.53	--	(N)
Service Order, Disconnect, Manual, per order	39.53	--	(N)
Service Connection, CO Wiring, per circuit	60.29	--	(N)
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--	(N)
Service Connection, Provisioning, per order	36.20	--	(N)
Service Connection, Provisioning, Disconnect, per order	36.20	--	(N)

19. COLLOCATION SERVICE

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19. COLLOCATION SERVICE

19.3 Ordering Conditions

19.3.1 Application

(A) Point of Contact

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

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

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

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form ~~and submit the non-refundable engineering fee set forth in Section 19.16~~ 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 Section 19.16 on an Individual Case Basis (ICB) associated with complying with the application request.

(C)
(C)

(C) Collocation Billing~~Reserved For Future Use~~

The non-refundable engineering fee set forth in Section 19.16 will be billed within thirty (30) calendar days of the date when the Company provides an application response as specified in Section 19.3.2. All other non-recurring charges shall be billed in accordance with Section 19.10.1.

(N)
|
(N)

19. COLLOCATION SERVICE

19.3 Ordering Conditions (Continued)19.3.2 Space Availability

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

- (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 20 business days. At the end of this period, the Company will proceed as described in (A) or (B) above.

19.3.3 Collocation Schedule

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

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 (T) retain its position within the collocation application queue.

19.3.4 (Reserved For Future Use)19.3.5 Augmentation

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

- A) Major Augments are those requests that require additional AC or DC power, HVAC system upgrade(s), transmission or power cables, or floor space. —A complete application and Engineering Fee will be required when submitting a request that requires a major augment.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued) (T)19.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Continued) (T)

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

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

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

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

A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. 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. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The labor rate in Section 19.16 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.

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

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 CLECs of the time estimates as soon as possible.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)19.4.2 Space Preparation (Continued)(B) Site Selection/Power (Continued)

The Company shall provide, at the rates set forth in Section 19.16, 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. The CLEC shall have the option of obtaining AC Power for its collocation equipment subject to technical feasibility, the National Electric Code, and all other applicable electric and building codes. (N)

(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 ~~five~~ten (5+10) load amps for each caged, cageless, and virtual collocation arrangement. CLECs may order additional DC Power (beyond the minimum) in ~~five~~one (5+) amp increments. (C)

Charges for DC power will be applied based on the total number of load amps ordered on each feed. (C)

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

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

- (1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- (2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment:
 - (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.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)19.4.3 Equipment and Facilities (Continued)(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.

If the CLEC provides its own fiber optic facility, 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 unless the CLEC demonstrates a legitimate need for copper cable and that entrance capacity is not at or near exhaustion for the premises associated with the CLEC's collocation request. 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.

(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, and 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, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

19. COLLOCATION SERVICE

19.4 Installation and Operation (Continued)19.4.7 Emergency Access

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

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

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

19.5 Space Requirements19.5.1 Space Availability

The Company shall permit the CLEC to secure collocation space on a first-come, first-serve priority basis upon the Company's receipt of ~~fifty percent (50%) of the applicable nonrecurring Charges (NRCs) the CLEC's intent to~~ proceed as described in Section 19.3.34-4. 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 any known changes. This information will be listed at the following public Internet URL:

<http://www.verizongte.com/regulatory>

(T)

19. COLLOCATION SERVICE

19.5 Space Requirements (Continued)19.5.1 Space Availability (Continued)

For those Company premises that have been granted a Waiver from Caged and Cageless collocation, the Company will notify the State Commission and CLECs sixty (60) calendar days in advance of new Caged and Cageless collocation space becoming available. The Company will inform the State Commission and CLECs previously requesting collocation space at the premises of the new space availability in writing. In the event the Company's determination that collocation space will be available does not allow for sixty (60) calendar days' notice, the Company will notify the State Commission and requesting CLECs within two business days of this determination.

When Caged and Cageless collocation space becomes available in a premises where space was previously unavailable, CLECs who previously applied for collocation space or submitted a Letter of Intent will given priority for the new collocation space based on the date of their prior application or the date received of the Letter of Intent for the premises. If a CLEC has accepted Virtual collocation after being denied Caged or Cageless collocation space, the CLEC will still be given priority for the new collocation space based on the denial date of their prior Caged or Cageless application. Any collocation space remaining after the new space has been offered to prior applicants will be available on a first-come, first-served basis based on the ~~receipt of 50% of the NRCs~~CLEC's intent to proceed as described in (C) [Section 19.3.3](#).

If the Company is unable to meet the time frames applicable to any of the requirements identified in this Section, the Company shall seek an extension of time from the Commission at least three business days prior to the expiration of the identified time frame.

19.5.2 Minimum/Maximum/Additional Space

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Section 19.16. The Company will not be required to lease additional space when available space has been exhausted.

19.5.3 Use of Space

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

19. COLLOCATION SERVICE

19.5 Space Requirements (Continued)

19.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures of Section 19.5.1. 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. CLECs shall provide the Company with two-year forecasts, on an annual basis, to assist the Company in premises planning. CLEC cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

19.5.5 Collocation Space Report

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

- Detailed description and amount of caged and cageless collocation space available;
- 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, as specified in Section 19.16, will be assessed per request and per premises.

19.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 19.5.4, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements.

The Company will be allowed to reclaim unused collocation space when the Company's premises is at or near space exhaustion and a CLEC cannot demonstrate that the CLEC will utilize the space within a reasonable time. In the event of space exhaust or near exhaust within a premise, the Company must provide written notice to the CLEC requesting that the CLEC release nonutilized collocation space to the Company when 100 percent of the space in the CLEC's collocation arrangement is not being utilized. Within twenty (20) days of receipt of written notification from the Company, the CLEC shall either, one, return the nonutilized collocation space to the Company, in which case the CLEC shall be relieved of all obligations for charges for that portion of the collocation space so released; or, two, provide the Company with information to demonstrate that the space will be utilized within eighteen (18) months from the date the CLEC accepted the collocation space. Disputes concerning the Company's claims of exhaust, or near exhaust, or the CLEC's refusal to return requested collocation space should be resolved by the Company and CLEC. (N)

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. (M)

(M) Material moved to page 20.

19. COLLOCATION SERVICE

19.5 Space Requirements (Continued)19.5.6 Reclamation (Continued)

~~pursuant to the CLEC's interconnection agreement. If the dispute cannot be resolved by the Company and CLEC~~ (N)
~~pursuant to the CLEC's interconnection agreement, the dispute should be submitted to the Commission for resolution.~~ (N)

~~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.~~ (M)

19.6 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.
- (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.

(M) Material transferred from page 19.

(N)

19. COLLOCATION SERVICE

19.10 Implementation, ~~and~~ Termination, ~~and~~ Transfer of Service (C)19.10.1 Implementation of Collocation Charges

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

- (A) Collection of Non-Recurring Charges. The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 19.3.1(C)4.1. 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. (I)
- (B) Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 19.10.4.
- (C) Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 19.10.4.

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

19. COLLOCATION SERVICE

19.10 Implementation, ~~and~~ Termination, and Transfer of Service (Continued) (C)19.10.2 Grounds for Termination by the Company

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

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

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

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

(M) ~~Material moved to Page 26.0.2.~~

19. COLLOCATION SERVICE

19.10 Implementation, and Termination, and Transfer of Service (Continued)

(C)

19.10.3 Termination by CLEC

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

- (A) Termination After Completion. If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 19.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 19.10.1(A). If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.
- (B) Termination Prior to Completion. If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

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 CLEC to the Company, with any remaining refund amount issued to 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.

19. COLLOCATION SERVICE

19.10 Implementation, and Termination, and Transfer of Service (Continued)

(C)

19.10.4 Effects of Termination

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

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

The Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 19.16 for the removal and disposal of such equipment.

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

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

19.10.5 Closure, Decommissioning or Sale 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.

~~19.11 Miscellaneous~~~~(M)~~

~~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.~~

~~(M)~~(M) Material moved ~~to~~from Page 26.0.3.

(N)

19. COLLOCATION SERVICE

19.10 Implementation, Termination, and Transfer of Service (Continued)

(N)

19.10.6 ~~19.10~~CLEC to CLEC Transfer of Collocation Space

A CLEC shall be allowed to transfer collocation space to another CLEC under the following conditions: (1) the premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon the Company's approval, who will not unreasonably withhold permission; (3) there are no unpaid, undisputed collocation balances between the Company and transferring CLEC; and (4) the transfer of the collocation space is in conjunction with the CLEC's sale of all, or substantially all, of the in-place collocation equipment to the acquiring CLEC.

The responsibilities of the transferring CLEC shall include: (1) submitting a letter of authorization to the Company for the transfer, (2) entering into a transfer agreement with the Company and acquiring CLEC; and (3) returning all access cards and keys to the Company. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to the Company for transfer of the collocation arrangement; (2) satisfying all requirements of its interconnection agreement with the Company; (3) submitting a letter to the Company for the assumption of services; and (4) entering into a transfer agreement with the Company and transferring CLEC. It is the responsibility of the Company to ensure that the above responsibilities are completely satisfied and the transfer of space is done as quickly as possible. Nothing herein is intended to modify any rights or obligations of the parties under bankruptcy law.

(N)

(M)

19.11 Miscellaneous

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

(M)

(M) Material transferred from Page 26.0.2.

(N)

19. COLLOCATION SERVICE

19.14 Rate Regulations19.14.1 Rates and Charges

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this Tariff are set forth in Section 19.16. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

~~19.14.2 Billing and Payment~~

~~The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 19.4.1. 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.~~

(D)

(D)

19.15 Description and Application of Rate Elements19.15.1 Non-Recurring Charges

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

(A) Engineering/Major Augment Fee

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

~~(M) Material transferred from Page 26.~~

19. COLLOCATION SERVICE

19.15 Description and Application of Rate Elements (Continued)

19.15.1 Non-Recurring Charges (Continued)

(Z) Adjacent Cable Splice-Engineering

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

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

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

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

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

(AC) Adjacent Fiber Cable Splice

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

(AD) Adjacent Facility Pull-Engineering

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

(AE) Adjacent Facility Pull-Labor

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

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

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

(AG) (Reserved for Future Use)Adjacent ~~DS1~~ Cable Termination (~~Connectorized~~)/Adjacent ~~DS1~~ Cable Termination (~~Unconnectorized~~) (D)
(D)

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

(AH) (Reserved for Future Use)Adjacent ~~DS3~~ Coaxial Cable Termination (~~Preconnectorized~~)/Adjacent ~~DS3~~ Cable Termination (~~Unconnectorized~~) (D)
(D)

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

(AI) (Reserved for Future Use)Adjacent Fiber Cable Termination (D)

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

19. COLLOCATION SERVICE

19.15 Description and Application of Rate Elements (Continued)19.15.1 Non-Recurring Charges (Continued)(AQ) Virtual Software Upgrade

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

(AR) Virtual Card Installation

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

(AS) Cage Ground Bar

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

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

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

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

Applied per DTS ~~circuitjumper~~ to the requesting CLEC for recovery of DTS ~~circuitjumper~~ material, ~~(C)~~ wiring, and service turn-up/~~disconnection~~ for DS0, DS1, DS3, and dark fiber circuits. ~~(N)~~

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

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

~~(M)~~ Material moved to Page 32.2

19. COLLOCATION SERVICE

19.15 Description and Application of Rate Elements (Continued)19.15.2 Monthly Charges (Continued)(F) Fiber Cable Vault Splice

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

(G) Cable Rack Space-Metallic

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

(H) Cable Rack Space-Fiber

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

(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.

19. COLLOCATION SERVICE

19.16 Rates and Charges

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.1 Engineering/Major Augment Fee, Per Occurrence			
Caged or Cageless	\$ 1,380,251,129.00	--	(L)
Virtual	756,67972.80	--	(R)
Microwave Augment	1,091,171,741.02	--	(R)
19.16.2 Minor Augment Fee, Per Occurrence	256,69200.00	--	(L)
19.16.3 Access Card Administration, Per Card	31,6421.00	--	(L)
19.16.4 Cage Enclosure, <u>Per Cage</u>			(N)
25-100 Sq.Ft. Cage	3,855,824,907.00	--	(R)
101-200 Sq.Ft. Cage	5,148,525,661.00	--	(R)
201-300 Sq.Ft. Cage	6,441,227,021.00	--	(R)
301-400 Sq.Ft. Cage	7,742,268,382.00	--	(R)
401-500 Sq.Ft. Cage	9,034,969,742.00	--	(R)
19.16.5 Cage Enclosure Augment Per Sq. Ft. Fencing	11,8113.00	--	(R)
19.16.6 BITS Timing, Per Project	209,66307.00	--	(R)
Per Month, <u>Per Port</u>	--	\$ 8,5811.00	(R)(N)
19.16.7 Overhead Superstructure, Per Project	1,247,532,372.00	--	(R)
19.16.8 Facility Pull-Engineering Per Project	83,6172.00	--	(L)
19.16.9 Facility Pull- <u>Labor</u> , Per Cable Run			(N)
Metallic	128,80190.00	--	(R)
Fiber Optic Patchcord	212,75172.05	--	(L)
19.16.10 Cable Termination			
DSO Cable, per 100 pair cable <u>terminated</u> <u>terminated</u>	4,6000	--	(L)(T)
DS1 Cable, per 28 pair cable <u>terminated</u> <u>terminated</u>	1,1500	--	(L)(T)
DS3 Coaxial Cable (Preconnectorized), per cable <u>terminated</u> <u>terminated</u>	1,1500	--	(L)(T)
DS3 Coaxial Cable (Unconnectorized), per cable <u>terminated</u> <u>terminated</u>	11,490.00	--	(L)(T)
Fiber Optic Patchcord, per termination	1,15.93		(L)
<u>Category 5 Cable, per 25 pair cable terminated</u>	1.15		(N)
19.16.11 Fiber Cable Pull - Engineering Per Project	1,371,12607.00	--	(L)
19.16.12 Fiber Cable Pull – Place Innerduct Per Linear Foot	0,732.00	--	(R)
19.16.13 Fiber Cable Pull - Labor Per Linear Foot	0,491.00	--	(R)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
19.16.14 Fiber Cable Pull-Cable-Fire Retardant Per Occurrence	\$ 45.9838.00	-- (I)
19.16.15 Fiber Cable Splice-Engineering Per Splicing Project	68.5631.00	-- (N) (I)(N)
19.16.16 Fiber Cable Splice Per Fiber Strand	41.0345.00	-- (R)(N)
19.16.17 DC Power Engineering, Per Project	83.6171.44	-- (I)
Cable Pull/Termination, Per Cable	395.251,213.86	(R)
Ground Wire, Per Wire	9.3818.12	-- (R)
Facility and Utility, Per Load Amp (10 Amp Min)	--	\$ 14.3015.00 (R)
19.16.18 Cable Material Charge		
Facility Cable, Per Cable Run		
DSO Cable (Connectorized)		
100 Pair	265.43331.00	-- (R)
DS1 Cable (Connectorized)	121.70307.00	-- (R)
DS3 Coaxial Cable	36.1284.00	-- (R)
Fiber Optic Patchcord-24 Fiber (Connectorized)	775.15836.20	-- (R)
Facility Cable, Per linear Foot		
Category 5 (Connectorized)	1.140	-- (I)
Power Cable, Per Cable Run		
Wire Power 1/0	32.8393.00	-- (R)
Wire Power 2/0	40.20435.00	-- (R)
Wire Power 3/0	49.58149.00	-- (R)
Wire Power 4/0	62.98184.00	-- (R)
Wire Power 350 MCM	111.89313.00	-- (R)
Wire Power 500 MCM	219.09437.00	-- (R)
Wire Power 750 MCM	337.68673.00	-- (R)
19.16.19 Caged Floor Space, Per Square Foot, Per Month	--	1.783.00 (R)
19.16.20 Relay Rack Floor Space, Per Linear Foot, Per Month	--	7.5842.00 (R)
19.16.21 Cabinet Floor Space, Per Linear Foot, Per Month	--	10.2516.00 (R)
19.16.22 Cable Subduct Space-Manhole Per Subduct Project, Per Month	--	3.596.00 (R)(C)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
19.16.23 Cable Subduct Space Per Linear Foot, Per month	--	\$ <u>.024</u> (R)
19.16.24 Fiber Cable Vault Splice-48 Fiber Material, Per Splice, Per month	--	<u>6.4410.00</u> (R)
19.16.25 Fiber Cable Vault Splice-48 Fiber(Reserved for Future Use) Per Subduct, Per month	--	1.00 (D)
19.16.26 Fiber Cable Vault Splice-96 Fiber Material, Per Splice, Per Month	--	<u>19.9027.00</u> (R)
19.16.27 Fiber Cable Vault Splice-96 Fiber(Reserved for Future Use) Per Subduct, Per Month	--	1.00 (D)
19.16.28 Cable Rack Space-Metallic Per Cable Run, Per Month	--	<u>0.152.00</u> (R)
19.16.29 Cable Rack Space-Fiber Fiber Entrance Facility Cable, Per Innerduct Foot, Per Month	--	<u>0.005.02</u> (R)
Fiber Optic Patchcord to Fiber Distribution Frame, Per Cable, Per Month	--	<u>0.11.55</u> (R)
19.16.30 Facility Termination		
DSO, Per 100 Pair, Per Month	--	<u>2.684.00</u> (R)
DS1, Per 28 Pair, Per Month	--	<u>8.2316.00</u> (R)
DS3, Per DS3, Per Month	--	<u>20.9111.00</u> (I)
Fiber Optic Patchcord, Per Connector, Per Month	--	<u>0.371.07</u> (R)
19.16.31 Building Modification Per <u>ProjectRequest</u>	--	<u>112.67183.00</u> (R)(C)
19.16.32 Environmental Conditioning Per Load Amp DC Power (10 Amp Min)	--	<u>1.523.00</u> (R)
19.16.33 Adjacent Engineering Fee On-Site, Per Occurrence	\$ <u>1,292.21958.00</u>	-- (I)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
19.16.34 Adjacent Fiber Cable Pull-Engineering, Per Project	\$ 1,371.12 <u>607.00</u>	-- (I)
19.16.35 Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot	0.732 <u>0.00</u>	-- (R)
19.16.36 Adjacent Fiber Cable Pull- <u>Labor</u> Per Linear Foot	0.491 <u>0.00</u>	-- (N) (R)
19.16.37 Adjacent Cable Fire Retardant-Per Occurrence	45.9838 <u>0.00</u>	-- (I)
19.16.38 Adjacent Metallic Cable Pull-Engineering, Per Project	1,371.12 <u>607.00</u>	-- (I)
19.16.39 Adjacent Metallic Cable Pull- <u>Labor</u> Per Linear Foot	0.604 <u>0.00</u>	-- (N) (R)
19.16.40 Adjacent Metallic Cable Splice Engineering, Per <u>Splicing</u> Project Greater than 200 Pair, Per DSO/DS1 Pair	68.5631 <u>0.00</u>	-- (I)(N)
200 Pair or Less, Per DSO/DS1 Pair	0.651 <u>0.00</u>	-- (R)
	1.202 <u>0.00</u>	-- (R)
19.16.41 Adjacent Fiber Cable Splice Engineering, Per <u>FiberSplicing Project</u>	68.5631 <u>0.00</u>	-- (I)(C)
48 Fiber or Less, Per Fiber <u>Strand</u>	41.0345 <u>0.00</u>	-- (R)(N)
Greater than 48 Fiber, Per Fiber <u>Strand</u>	38.6440 <u>0.00</u>	-- (R)(N)
19.16.42 Adjacent <u>Metalic</u> Facility Pull-Engineering Per Project	83.6172 <u>0.00</u>	-- (N) (I)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.43 Adjacent Metallic Facility Pull Per Linear Foot	1. 1500	--	(N) (I)
19.16.44 Adjacent Cable Termination DSO Cable (Connectorized) Per 100 Pair	4. 6000	--	(I)
DSO Cable (Unconnectorized) Per 100 Pair	45.9838.00	--	(I)
DS1 Cable (Connctorized) Per 28 Pair	1. 1500	--	(I)
DS1 Cable (Unconnectorized) Per 28 Pair	34.4829.00	--	(I)
DS3 Coaxial Cable (Pre Connectorized) Per DS3	1. 1500	--	(C) (I)
DS3 Coaxial Cable (Unconnectorized) Per DS3	11.490.00	--	(I)
Fiber Cable, Per Fiber Termination	41.035.00	--	(R)
<u>Category 5 Cable (Connectorized), Per 25 Pair</u>	<u>1.15</u>	--	<u>(N)</u>
19.16.45 Adjacent Subduct Space Manhole, Per Project Subduct Per Linear Foot	--	\$ 3.596.00	(R)(C)
	--	<u>0.024</u>	<u>(R)</u>
19.16.46 Adjacent Conduit Space (4" Duct) Manhole, Metallic, Per Conduit Metallic, Per Linear Foot	--	6.8110.00	(R)
	--	<u>0.03.04</u>	<u>(R)</u>
19.16.47 Adjacent Facility Termination-Material DSO Cable, Per 100 Pair	--	2.684.00	(R)
DS1 Cable, Per 28 Pair	--	8.2316.00	(R)
DS3 Cable, Per Coaxial	--	20.9111.00	(I)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	NRC	MONTHLY CHARGE	
19.16.48 Adjacent Cable Vault SpaceSplice			(C)
Per 1200 Pair, Material, Per Splice <u>Closure</u>	--	\$ 294.23461.00	(R)(N)
Per 1200 Pair, Per Cable		4.00	(D)
Per 900 Pair, Material, Per Splice <u>Closure</u>	--	214.45337.00	(R)(N)
Per 900 Pair, Per Cable		3.00	(D)
Per 600 Pair, Material, Per Splice <u>Closure</u>	--	142.61225.00	(R)(N)
Per 600 Pair, Per Cable		3.00	(D)
Per 100 Pair, Material, Per Splice <u>Closure</u>	--	30.1447.00	(R)(N)
Per 100 Pair, Per Cable		1.00	(D)
Per 48 Fiber, Material, Per Splice <u>Closure</u>	--	6.4410.00	(R)(N)
Per 48 Fiber, Per Subduct	--	0.661.00	(R)
Per 96 Fiber, Material, Per Splice <u>Closure</u>	--	19.9027.00	(R)(N)
Per 96 Fiber, Per Subduct	--	0.661.00	(R)
19.16.49 Adjacent Cable Rack Space			
Metallic DSO, Per Linear Foot	--	.0034	(R)
Metallic DS1, Per Linear Foot	--	.0024	(R)
Fiber, Per Innerduct Foot	--	.0052	(R)
Coaxial, Per Linear Foot	--	.01	
19.16.50 Collocation Space Report-Per Wire Center or Access Tandem Requested	\$997.831,218.00	--	(R)
19.16.51 Labor Rates, Per Technician			
Basic Business Day			
1 st Half Hour	48.3141.66	--	(I)
Each Additional Half Hour	24.1520.83	--	(I)
Overtime Non-Business Day			
1 st Half Hour	100.00	--	
Each Additional Half Hour	75.00	--	
Premium Non-Business Day			
1 st Half Hour	150.00	--	
Each Additional Half Hour	125.00	--	
19.16.52 Facility Pull (Microwave Only), Per Linear Foot	1.15.93	--	(I)
19.16.53 Microwave Rooftop Space Per Square Foot, Per Month	--	1.782.76	(R)
19.16.54 Building Penetration for Microwave Cable, Per Occurrence	ICB		
19.16.55 Special Work for Microwave, Per Occurrence	ICB		
19.16.56 Virtual Equipment Installation, Per Quarter Rack	3,693.593,440.64	--	(I)
19.16.57 Virtual Software Upgrade, Per Base Unit	98.6279.45	--	(I)
19.16.58 Virtual Card Installation, Per Card	238.54223.62	--	(I)
19.16.59 Virtual Equipment Maintenance, Per Quarter Rack		71.2371.47	(R)
19.16.60 Cage Ground Bar	926.771,270.93	--	(R)

19. COLLOCATION SERVICE

19.16 Rates and Charges (Continued)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>	
19.16.61 Dedicated Transit Service (DTS) – DSO			(T)
DSO			(D)
Service Order, Semi-Mechanized, per order	42.46	--	(I)
Service Order, Manual, per order	74.99	--	(I)
Service Order CO Wiring, per jumper	6.64	--	(D)
Service Connection Provisioning, per order	108.72	--	(D)
Service Order, Disconnect, Semi-Mechanized, per order	38.01	--	(N)
Service Order, Disconnect, Manual, per order	67.58	--	(N)
DS1, DS3, Dark Fiber			
Service Order, Semi-Mechanized, per order	31.50	--	(D)
Service Order, Manual, per order	49.60	--	(D)
Service Order CO Wiring, per jumper	16.10	--	(D)
Service Connection Provisioning, per order	109.08	--	(D)
Service Connection, CO Wiring, per circuit	18.24	--	(N)
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--	(N)
Service Connection, Provisioning, per order	133.60	--	(N)
Service Connection, Provisioning, Disconnect, per order	46.67	--	(N)
19.16.62 Dedicated Transit Service (DTS) – DS1/DS3			
Service Order, Semi-Mechanized, per order	42.46	--	(N)
Service Order, Manual, per order	74.99	--	(N)
Service Order, Disconnect, Semi-Mechanized, per order	40.30	--	(N)
Service Order, Disconnect, Manual, per order	69.87	--	(N)
Service Connection, CO Wiring, DS1, per circuit	19.29	--	(N)
Service Connection, CO Wiring, DS3, per circuit	65.59	--	(N)
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--	(N)
Service Connection, Provisioning, per order	132.73	--	(N)
Service Connection, Provisioning, Disconnect, per order	46.67	--	(N)
19.16.63 Dedicated Transit Service (DTS) – Dark Fiber			
Service Order, Semi-Mechanized, per order	71.47	--	(N)
Service Order, Manual, per order	74.43	--	(N)
Service Order, Disconnect, Semi-Mechanized, per order	39.53	--	(N)
Service Order, Disconnect, Manual, per order	39.53	--	(N)
Service Connection, CO Wiring, per circuit	60.29	--	(N)
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--	(N)
Service Connection, Provisioning, per order	36.20	--	(N)
Service Connection, Provisioning, Disconnect, per order	36.20	--	(N)