

NETWORK INTERCONNECTION SERVICES TARIFF

P.S.C.-W.Va.-No. 218

Cancels P.S.C. -W.VA - No 218 of Verizon West Virginia Inc.

Frontier West Virginia Inc.

Original Title

NETWORK INTERCONNECTION SERVICES TARIFF

Containing

Regulations governing the furnishing of
Service for Competitive Local Exchange Companies
providing Local Exchange Service
in West Virginia
by
Frontier West Virginia Inc.

The name Bell Atlantic - West Virginia, Inc. has been changed to Frontier West Virginia Inc. All references throughout this Tariff to Bell Atlantic - West Virginia, Inc., "the Telephone Company" or "the company" shall be read as Frontier West Virginia Inc.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No.09-0871-T-PC, Dated May 13, 2010.

Issued: July 1, 2010

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NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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Issued by authority of an Order of the Public Service Commission of West Virginia in
Case No. _____ dated _____.

Issued: January 8, 2001

Effective: January 8, 2001

Application of Tariff

A. GENERAL

This tariff sets forth the terms, conditions, and pricing for collocation services under which the Telephone Company offers to provide to any requesting Competitive Local Exchange Company (hereinafter referred to as "Requesting CLEC") pursuant to Section 251 of the Act. The services contained herein are in addition to those being provided and/or available on an individual contract basis between the Telephone Company and the Requesting CLEC.

Failure of the Telephone Company to enforce or insist upon compliance with any provision of this tariff shall not constitute a waiver of its right to enforce future compliance with that provision or compliance with any other provision hereof.

No retroactive changes or declarations will be accepted with respect to the rating, re-rating, or reclassification of existing services.

B. REGULATIONS

1. Scope

A Requesting CLEC, its customer, joint user, or authorized user may not assign, or transfer the service, without the written consent of the Telephone Company. The Telephone Company will permit a Requesting CLEC to transfer its existing service to another Requesting CLEC if the existing Requesting CLEC has paid all charges owed to the Telephone Company.

2. Lawful Use

- a. The service provided under this tariff shall not be used for an unlawful purpose.
- b. The Telephone Company reserves the right to discontinue service without notice or refuse service because of abuse or fraudulent use of service. The Telephone Company will seek legal recourse as it deems necessary in order to recover any costs incurred as a result of such abuse or fraudulent use of service. Abuse or fraudulent use of service includes, but is not limited to, the following actions:

(1) Fraudulent end user orders for transfer of service.

(2) Fraudulent use of the Telephone Company's network in association with a collocation arrangement.

3. Title Ownership Rights

The payment of rates and charges by Requesting CLECs for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Telephone Company in the provision of such services.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

4. Responsibility of the Telephone Company

- a. The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- b. The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the Requesting CLEC for the furnishing of any service.

5. Provision of Service

- a. The use, installation and restoration of services shall be in accordance with Part 64.401, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities. Subject to compliance with those rules, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to Requesting CLECs on a first-come, first-served basis.
- b. Collocation services are offered under the provisions of this tariff subject to availability.
- c. The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a former CLEC, its majority or minority owners or affiliates who are indebted to the Telephone Company for any telephone service previously furnished, until the indebtedness is satisfied.

In the event that service is connected for a Requesting CLEC who is indebted to the Telephone Company for service previously furnished to the Requesting CLEC, the Telephone Company will notify the Requesting CLEC in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the Requesting CLEC satisfies the indebtedness within 10 days of the date of the Requesting CLEC's receipt of such written notification.

6. Discontinuance of Collocation Services for Cause

- a. The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
 - (1) Upon non-payment of any sum owed to the Telephone Company for more than thirty days beyond the date of rendition of the bill for service, or upon violation of any terms or conditions governing the furnishing of collocation service, the Telephone Company may on thirty days' advance notice in writing to the Requesting CLEC discontinue the furnishing of new or existing collocation services.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

6. Discontinuance of Collocation Services for Cause (Cont'd)

- a. The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons: (Cont'd)
- (2) Without notice, in the event of a violation of any regulation governing collocation services.
 - (3) Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the service.
 - (4) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue service without notice and/or seek legal recourse to recover all costs involved with the enforcement of this provision.

7. Responsibility of the Requesting CLEC

a. Scope

- (1) The services provided under this tariff shall be maintained by the Telephone Company. The Requesting CLEC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.
- (2) The Requesting CLEC, its customer, joint user or authorized user may not assign or transfer the use of services provided under this tariff without the expressed written consent of the Telephone Company; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following individual(s) or parties:

From one Requesting CLEC to another Requesting CLEC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services.
- (3) In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. The acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

7. Responsibility of the Requesting CLEC (Cont'd)

a. Scope (Cont'd)

- (4) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- (5) Signals applied to a metallic facility shall conform to the limitations set forth in the appropriate publication.

In order to protect the Telephone Company's facilities and personnel, and the services furnished by the Telephone Company to other CLECs from potential harmful effects, the signals applied to the Telephone Company's service shall not cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company, channels or facilities of others, shall be provided at the Requesting CLEC's expense.

b. Ownership of Facilities

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company.

c. Relationships with other Carriers

The Requesting CLEC is responsible to establish and maintain its own business relationship with ICs, cellular carriers, independent telephone companies, and other Requesting CLECs for purposes of provisioning, billing, and conducting its general business.

d. Facility and Equipment Standards

Any facility, equipment or labor provided or used by the Requesting CLEC or its vendor which utilizes the property of the Telephone Company must comply with the Telephone Company vendor approval and certification standards.

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Application of Tariff

B. REGULATIONS (Cont'd)

8. Force Majeure

Reciprocal Responsibilities

- a. Neither party shall be liable for any delay or failure in performance of any obligation under this tariff (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, Y2K anomalies, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each a force majeure event). If any such event occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to mitigate the effects of such event. During the duration of the event, the duties of the parties under this schedule affected by the event shall be abated and, upon cessation of such event, shall resume as promptly as reasonably practicable, without liability thereafter.
- b. Notwithstanding Section 2.B.11 below, no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a party's subcontractors, material-persons, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or other failure to perform.
- c. Neither party shall be liable for any act or omission of any other entity furnishing to the other party facilities, equipment, or services used in conjunction with the services provided in this tariff. Nor shall either party be liable to the other party for any damages or losses due to unauthorized use of the services provided under this tariff.

9. Customer Notification and Coordination

- a. The Telephone Company may, where such action is reasonably required in the operation of its business, perform the following actions:
 - (1) Substitute, change or rearrange any facilities used in providing service under this tariff.

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Application of Tariff

B. REGULATIONS (Cont'd)

9. Customer Notification and Coordination (Cont'd)

- a. The Telephone Company may, where such action is reasonably required in the operation of its business, perform the following actions: (Cont'd)
 - (2) Change minimum protection criteria.
 - (3) Change operating or maintenance characteristics of facilities.
 - (4) Change operations or procedures of the Telephone Company.
- b. In the case of any such substitution, change or rearrangement, the transmission parameters will be within the range specified for the individual services involved. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any Requesting CLEC furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Requesting CLEC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the Requesting CLEC to determine reasonable notification requirements.

The Telephone Company is not responsible for any additional costs incurred by the Requesting CLEC as a result of such changes, substitution or rearrangements.

c. Refusal and Discontinuance of Service

- (1) If the Requesting CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by Certified U.S. Mail to the person designated by the Requesting CLEC to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days notice, and the Requesting CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service without further notice.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

9. Customer Notification and Coordination (Cont'd)

c. Refusal and Discontinuance of Service (Cont'd)

- (2) If the Requesting CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by Certified U.S. Mail to the person designated by the Requesting CLEC to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the Requesting CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice.

10. Confidential Information

The Telephone Company will hold in confidence information provided to it by the Requesting CLEC and information known to the Telephone Company as a result of the interconnection of equipment contained in the central office to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the Requesting CLEC is to hold in confidence information provided to it by the Telephone Company and information known to the Requesting CLEC as a result of its presence in the Telephone Company locations if such information is of a competitive nature. Neither party is obligated to hold in confidence the following information:

- a. That information which was already known to the party free of any obligation to keep it confidential.
- b. Information that was or becomes publicly available by other than authorized disclosure.
- c. Information that was rightfully obtained from a third party not obligated to hold such information in confidence.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

11. General Responsibilities of the Interconnecting Parties

- a. Each party hereby retains the right to exercise full control of and supervision over its own performance of its obligations hereunder, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees, including the payment of and compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability hereto and except as otherwise expressly provided herein, each party shall be responsible for its own acts and the performance of all obligations imposed by all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees [collectively, (i) Applicable Laws in connection with its activities, legal statutes and property, real or personal, and (ii) the acts of its own affiliates, employees, agents, and contractors during the performance of that party's obligations hereunder]. Neither this tariff, nor any actions taken by the Telephone Company or the Requesting CLEC in compliance with this tariff, shall be deemed to create an agency, joint venture, or other relationship between the Telephone Company and the Requesting CLEC of any kind, other than that of purchaser and seller of services. Neither this tariff, nor any actions taken by the Telephone Company or the Requesting CLEC in compliance with this tariff, shall create a contractual, agency, or any other type of relationship or third-party liability between the Telephone Company and the requesting end user or others.
- b. The parties may exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnection required to assure traffic completion to and from all customers in their respective designated service areas.
- c. Neither party shall use any service related to or in connection with any of the telecommunications services provided hereunder in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either party's customers or end users. The Telephone Company may discontinue or refuse service if the Requesting CLEC violates this provision. The Telephone Company will provide notice, if possible, at the earliest practicable time.
- d. Each party is solely responsible for the services it provides to its customers and to other CLECs.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

11. General Responsibilities of the Interconnecting Parties (Cont'd)

- e. In addition to the obligations of the parties to maintain insurance coverage at all times during the term, each party shall keep and maintain in force, at their own expense, all insurance required by law (e.g., workers compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident and automobile liability with coverage for bodily injury and for property damage. Upon request from the other party, each party shall provide to the other party evidence of such insurance (which may be provided through a program of self-insurance).
- f. Nothing herein shall prevent the Requesting CLEC from purchasing elements or services under existing Telephone Company tariffs. Any such elements or services purchased by the Requesting CLEC will be provided at the prevailing tariffed rates.
- g. The Telephone Company will, where practicable, notify the Requesting CLEC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuances, the Requesting CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

12. Bona Fide Request Process (BFR)

The following process is utilized by the Telephone Company to consider requests for new collocation offerings.

- a. The Telephone Company shall promptly consider and analyze requests for new collocation offerings through the submission of a BFR hereunder.
- b. A BFR shall be submitted in writing and shall include accurate and complete information and a technical description.
- c. The Requesting CLEC may cancel a BFR at any time, but shall pay the Telephone Company's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- d. Within ten business days of its receipt, the Telephone Company shall acknowledge receipt of the BFR.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Application of Tariff

B. REGULATIONS (Cont'd)

12. Bona Fide Request Process (BFR) (Cont'd)

- e. Except under extraordinary circumstances, within thirty days of its receipt of a BFR, the Telephone Company shall provide to the Requesting CLEC a preliminary report including analysis of such BFR. The preliminary analysis shall confirm that the Telephone Company will offer the collocation offering or will provide a detailed explanation that it is not technically feasible and/or that the request does not qualify to be provided under the Act. If the request is found to be valid, the preliminary report shall include a time and cost estimate for completion of the detailed report.
- f. Unless the parties otherwise agree, the requested collocation offering must be priced in accordance with Section 252(d)(1) of the Act.
- g. As soon as feasible, but no later than ninety days after its receipt of authorization to proceed with developing the BFR, the Telephone Company shall provide to the Requesting CLEC a detailed report containing the complete BFR quote which will include, at a minimum, a description of each request, the availability, the applicable rates and the installation intervals.
- h. Within ninety days of receipt of the detailed report (BFR quote), the Requesting CLEC must either confirm its order for the BFR pursuant to the BFR quote or seek arbitration by the Public Service Commission ("Commission") pursuant to Section 252 of the Act.
- i. If one party believes that the other party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Issued by authority of an Order of the Public Service Commission of West Virginia in
Case No. _____ dated _____.

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

Section 2
1st Revised Page 1
Cancels Original Page 1

CLEC COLLOCATED INTERCONNECTION SERVICE

A. GENERAL

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

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

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

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

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

B. REGULATIONS

1. General Regulations

a. Service Description

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1729-T-T dated 11-27-02.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS

1. General Regulations

a. Service Description

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

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

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

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

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

Dedicated Cable Support (DCS) will be provided subject to the provisions specified in G. following. This service will not be available to new collocators after September 28, 2001. (C)

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

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

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

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

Material formerly found on this page now appears on Original Page 2a.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T _____ dated 10-9-01 _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

a. Service Description (Cont'd)

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

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

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

(x) Indicates material transferred from Original Page 2.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T dated 10-9-01.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

- b. The Requesting CLEC must provide the Telephone Company with the appropriate Application Fees, as specified in J. following, along with a completed Collocation Application Form, for each central office Collocated Interconnection arrangement requested.
- c. The Telephone Company will process applications for Collocation on a first-come, first-served basis as determined through the receipt of a completed Collocation Application Form and applicable Application Fee in accordance with the provisions of the Telephone Company Tariff. No work or design and planning will commence until after the Requesting CLEC has provided to the Telephone Company the applicable Application Fee as specified in J. following.
- d. The Telephone Company shall designate all spaces to be occupied by the Requesting CLEC's facilities

(C)

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

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

(C)

Material formerly found on this page now appears on Original Page 3a.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T dated 10-9-01.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

- e. Collocation will be provided on a first-come, first-served basis where space and facilities exist. In such instances where two or more requests for space are received at the same time for a central office building with limited space, a lottery will be administered to determine the order of selection of applicants. (x)
- f. In the event that the Requesting CLEC withdraws the application prior to completion, the Telephone Company will refund the pre-paid Application Fee, less the reasonable costs incurred. If a Requesting CLEC cancels or withdraws its application prior to turn-up, the Requesting CLEC is responsible for all costs and liabilities incurred by the Telephone Company in developing, establishing, or otherwise furnishing the Collocation arrangement up to the point of cancellation or withdrawal.
- g. Upon receipt of the Requesting CLEC's first Collocation Application Form, the Telephone Company will, upon request, make available to the Requesting CLEC at cost any applicable Telephone Company-specific documentation as listed in 8. following. The Requesting CLEC is responsible for obtaining all other documentation. (x)

(x) Indicates material transferred from Original Page 3.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T _____ dated 10-9-01.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. Joint Planning and Implementation Intervals for Physical Collocation

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

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

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

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

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

- | | | | |
|--------|---|--|-----|
| Day 1 | - | CLEC submits completed application and associated fee. | |
| Day 8 | - | The Telephone Company notifies CLEC that request can be accommodated and advises of due date. | |
| Day 17 | - | CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment. | (C) |
| Day 30 | - | Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.). | (C) |

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

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

Day 45 - Augment (as defined herein) completed.

Day 76 - The Telephone Company and CLEC attend collocation acceptance (C)
meeting and the Telephone Company turns over the collocation
space to the CLEC. Day 76 also applies to completion of
other augments not included herein.

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

- 1) Infrastructure to support the requested augment must be in (C)
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 (C)
terminations/facilities.
- 3) In large central offices with complex cable runs (i.e. multiple (C)
floors), the Telephone 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 Telephone Company control various interim milestones they
must complete in order to meet the overall intervals.

The interval clock will stop, and the final due date will be adjusted
accordingly for each milestone the CLEC misses (day for day). When the
Telephone Company becomes aware of the possibility of vendor delays, the
Telephone Company will first contact the Requesting CLEC(s) involved to (C)
attempt to negotiate a new interval. If the Telephone Company and the
Requesting CLEC cannot agree, the dispute will be submitted to the
Commission for prompt resolution. The Telephone Company and the (C)
Requesting CLEC shall conduct additional joint planning meetings, as
reasonably required, to ensure that all known issues are discussed and
to address any that may impact the implementation process. The Company
will permit the CLEC to schedule one escorted visit to the CLEC's
Collocation space during construction. The applicable labor rates in (C)
section J.4.e. will be applied for the escorted visits. In the case of
extended intervals resulting from within the Telephone Company's control or
resulting from vendor delays, and provided the necessary security is in
place, the Telephone Company will permit the CLEC access to the collocation
arrangement to install equipment while the delayed work is completed, so
long as it is safe to do so and the CLEC work does not impair or interfere (C)
with the Telephone Company in completing the Telephone Company's work.
Prior to the CLEC beginning the installation of its equipment, the CLEC
must sign a conditional acceptance of the collocation arrangement. If the
CLEC elects to accept the space prior to the scheduled completion,
occupancy fees shall commence upon signing a conditional acceptance of the
space by the CLEC.

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

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

(O)

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

- i. The Telephone Company shall have the right to terminate all Collocated Interconnection arrangements at any time with respect to Collocated Interconnection and associated Cable Support Structure(s) and Cable Space(s) where the central office premises becomes the subject of a taking by an eminent authority having such power. The Telephone Company will notify the Requesting CLEC in writing as soon as practicable but at least 180 days in advance of such terminations unless the Telephone Company is notified in less than 180 days. The Telephone Company will identify the schedule, as soon as practicable, by which the Requesting CLEC must proceed to have the Requesting CLEC's equipment or property removed from the Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s). The Telephone Company will work cooperatively with the Requesting CLEC to minimize any potential for service interruption, resulting from their re-location. The Requesting CLEC shall have no claim against the Telephone Company for: (1) any relocation expenses (unless the Telephone Company is awarded relocation expense as part of any award made for such taking), (2) any part of any award that may be made for such taking or value of any unexpired initial term or renewal period(s) that results from a termination by the Telephone Company, or (3) any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing the Requesting CLEC from making its own claim against the eminent authority ordering the taking of the central office premises.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

- j. The Requesting CLEC may terminate Collocated Interconnection arrangements or any portion thereof, Cable Support Structure Space, Cable Space(s) and other arrangements described following by giving ninety (90) days' prior written notice to the Telephone Company. The Requesting CLEC is responsible for all costs incurred.
- k. Collocated Interconnection arrangements will automatically terminate if the central office in which the space is located is closed, decommissioned or sold and is no longer used as a Telephone Company central office. At least one hundred and eighty (180) days written notice will be given to the Requesting CLEC of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the Requesting CLEC as soon as practicable. The Telephone Company will work with the Requesting CLEC to identify alternate Collocated Interconnection arrangements. The Telephone Company will work cooperatively with the Requesting CLEC to minimize any potential for service interruption resulting from such actions.

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

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

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

Material formerly found on this page now appears on Original Page 4a.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

1. The Telephone Company will permit interconnection between Requesting CLECs providing a dedicated electrical or optical path between Collocation arrangements of the same or of two different Requesting CLECs in the same Telephone Company central office location, using the Telephone Company provided cross connects. Requesting CLEC collocated equipment must be used for interconnection with the Telephone Company or access to the Telephone Company unbundled network elements.

- m. If the Collocated equipment location or Cable Support Structure Space is rendered wholly unusable through no fault of the Requesting CLEC, or if the building shall be so damaged that the Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Telephone Company may elect to terminate the Collocated Interconnected arrangements in the damaged building by providing written notification to the Requesting CLEC as soon as practicable but no later than 180 days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. The Requesting CLEC shall forthwith quit, surrender and vacate the premises without prejudice. However, the Telephone Company's rights and remedies against the Requesting CLEC in effect prior to such termination, and any building space and/or conditioning charges shall be paid up to such date. Any payments of building space and/or conditioning charges made by the Requesting CLEC which were on account of any period subsequent to such date shall be returned to the Requesting CLEC. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the Requesting CLEC shall cooperate with the Telephone Company's restoration by removing from the Collocated Interconnection Space, as promptly as reasonably possible, all of the Requesting CLEC's salvageable inventory and movable equipment, furniture and other property. The Requesting CLEC's liability for building space and/or conditioning charges shall resume either upon occupancy by the Requesting CLEC or 30 days after written notice from the Telephone Company that the Collocated Interconnection Space or Cable Support Structure Space is restored to a condition comparable to that existing prior to such casualty. The Telephone Company will work cooperatively with the Requesting CLEC to minimize any disruption to service, resulting from any damage. The Telephone Company will provide written notification to the Requesting CLEC as soon as practicable detailing its plans to rebuild the Collocated Interconnection building. The Telephone Company will restore service to the Requesting CLEC as soon as practicable.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

- n. Equipment housed in separate Physical, SCOPE or CCOE Collocation arrangements in the same central office may be connected by ordering the appropriate cross-connect to each Collocation arrangement. Cross-connect service provided at the fiber optic level is available only for connection between Collocation arrangements and not in connection with any other service. Dedicated Cable Support (DCS) as defined in G. is also available.
- o. The regulations described herein are in addition to other terms and conditions specified in this tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all applicable fees, rates, charges, application forms and required permits.
- p. When ordering unbundled network elements to a Collocation site, customers must provide the Telephone Company with a Letter of Agency (LOA) from the Requesting CLEC authorizing the customer to order to their facility. The LOA should include the quantity and type(s) of services authorized.
- q. Removal of Obsolete Unused Equipment
 - (1) If the Telephone Company refuses a request for collocation interconnection for lack of available space, upon reasonable request of a Requesting CLEC or upon the order of the Public Service Commission, the Telephone Company will remove obsolete unused equipment to make additional space available.
 - (2) The Telephone Company will review requests to remove equipment on a case-by-case basis and will be responsible to prove to the Commission that equipment is not unused or obsolete.

2. Forecasting Data

Forecast Requests

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

Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical, and square footage required (physical) or high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within LATA for the forecasted demand.

(C)
|
(C)

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

2. Forecasting Data (Cont'd)

c. Collocation Capacity (Cont'd)

Vendor Delays

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

(N)

Vendor Capacity

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

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

2. Forecasting Data (Cont'd)

Forecast Requests (Cont'd)

- b. Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows: (C)

<u>Forecast Received</u>	<u>Interval Start Date Commences</u>	
No forecast	2 months after application receipt date	(C)
1 month or less prior to application receipt date	2 months after application receipt date	
Greater than 1 month and less than 2 months prior to application receipt date	1 month after application receipt date	
2 months or more prior to application receipt date	On the application receipt date	(C)

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

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

c. Collocation Capacity

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

2. Forecasting Data (Cont'd)

c. Collocation Capacity (Cont'd)

The Telephone Company Capacity (Cont'd)

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

3. Application/Site Survey

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

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

(C)

(C)

b. Verification of Space Limitations

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

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

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

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

b. Verification of Space Limitations (Cont'd)

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

In addition, on or before the date of the tour, the Telephone Company will provide Commission Staff and Requesting-CLECs with access to floor plans, which indicate, *inter alia*, future use information, by the Telephone Company and its affiliates, etc.

- (3) If the Telephone Company central office has been deemed by the Commission to be space exempt due to space exhaustion, no further tours will be given unless conditions affecting space availability have changed (e.g., equipment removal) or unless requested by the Commission Staff.
- (4) The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space, and will provide construction plans for empty space upon Commission Staff request.
- c. The Telephone Company will post a list on its Web site of all central offices that have no space for collocation and will update the list within ten (10) business days of the date at which a central office runs out of physical collocation space.

The interval for turnover of space will run from the date of payment by the Requesting CLEC of the first installment of the Space and Facility Charge as defined in B.4. following and will be contingent upon receipt of all applicable required permits. If the Telephone Company does not receive the first installment of the Space and Facility Charge within 30 days, the Telephone Company will consider the offer rejected and will cancel the application and make the available space allocated for that application available to meet additional Requesting CLEC requests. The Telephone Company will refund the pre-paid application fee less the reasonable costs incurred.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

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

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

- e. In the event the Telephone Company determines that the Telephone Company's or any other entity's cable facilities in the Cable Support Structure or the Telephone Company's central office equipment needs rearrangement to accommodate the Requesting CLEC's designated facilities, the Telephone Company will notify the Requesting CLEC of any charges, in writing, within 30 days of receipt of the Requesting CLEC's request for service.
- f. The Requesting CLEC agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans, and schedules for the Central Office and installation of the Requesting CLEC's designated equipment within the Central Office.

4. Space & Facility

- a. Receipt of the application and payment will determine the order of priority of Requesting CLECs' requests. (C)

(O)

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

4. Space & Facility (Cont'd)

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

5. Acceptance and Turnover of Space(s)

- a. The Telephone Company will notify the Requesting CLEC in writing of the completion of the Collocated Interconnection construction work.
- b. Before beginning installation work or occupancy, the Requesting CLEC must provide the Telephone Company with a signed statement indicating acceptance of the Collocated Interconnection construction work. The Telephone Company will render a final bill after completion of the Collocated Interconnection construction work. Payment is due within 30 days of the bill date.
- c. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocated Interconnection space, the Requesting CLEC must obtain the Telephone Company's written approval of Requesting CLEC-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.
- d. Temporary Staging Area

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

e. Inspections of Requesting CLEC's Facilities

The Telephone Company has the right to inspect the completed installation of the Requesting CLEC's equipment and facilities to ensure compliance with the provisions of this tariff and to make subsequent and periodic inspections of the Requesting CLEC's equipment and facilities, associated Cable Space and Cable Support Structure Space. Such further inspections will be at the expense of the Requesting CLEC if that Requesting CLEC is found not to be in compliance with the terms and conditions of this tariff. The Telephone Company will notify the Requesting CLEC in writing at least two weeks in advance of such Telephone Company initiated inspections, and the Requesting CLEC shall have the right to be present at the time of inspection. The Telephone Company will make no more than one inspection on a monthly basis. This inspection limitation does not include inspections of an emergency nature or inspections initiated by outside agencies (e.g., fire, safety and insurance). The Telephone Company will notify the Requesting CLEC in writing of any outside agency inspection promptly upon being notified by the specific agency requesting such inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the Requesting CLEC as soon as reasonably possible. The Requesting CLEC shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections.

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

6. Insurance

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

6. Insurance (Cont'd)

- (2) (a) Comprehensive General Liability coverage on an occurrence basis for an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$4 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
- (b) Umbrella/Excess Liability coverage in an amount of \$10 million in excess of coverage specified in (a) above.
- (c) All Risk Property coverage on a full replacement cost basis insuring all of the Requesting CLEC's real and personal property situated on or within the Telephone Company location(s). The Requesting CLEC may also elect to purchase business interruption and contingent business interruption insurance.
- (d)
 - (1) Statutory Worker's Compensation coverage
 - (2) Contractual Liability coverage
 - (3) Automobile Liability coverage
 - (4) Employer's Liability coverage in an amount of \$2 million.
- (3) All policies purchased by the Requesting CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (4) All insurance must be in effect on or before the Telephone Company authorizes access by the Requesting CLEC employees or placement of Requesting CLEC equipment or facilities within the Telephone Company premises and such insurance shall remain in force as long as the Requesting CLEC's facilities remain within the Telephone Company's central offices. If the Requesting CLEC fails to maintain the coverage, the Telephone Company will assume the expense for such coverage and seek reimbursement from the Requesting CLEC. Failure to make a timely reimbursement will constitute a material breach of the terms of this tariff.
- (5) The Requesting CLEC shall submit certificates of insurance and copies of policies reflecting the coverage specified in (2) preceding prior to the commencement of the work called for in this tariff. The Requesting CLEC shall arrange for the Telephone Company to receive 30 days' advance notice of cancellation from the Requesting CLEC's insurance company. Notice of cancellation should be forwarded to the Telephone Company.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

6. Insurance (Cont'd)

- (6) The Requesting CLEC must also conform to the recommendation(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations the Telephone Company shall hereafter agree to.
- (7) Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this tariff arrangement.
- (8) Self Insurance: If the Requesting CLEC net worth exceeds \$ 100,000,000, the Requesting CLEC may elect to self insure in lieu of obtaining any of the insurance required in this section. If the Requesting CLEC self insures, the Requesting CLEC shall furnish to the Telephone Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The Requesting CLEC is subject to the same liability and indemnification provisions set forth herein.

7. Use of Space

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

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

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

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance

a. Specifications

- (1) Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All Requesting CLEC entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with the Telephone Company services or facilities. The Requesting CLEC's designated equipment located within the Telephone Company central office must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63). This equipment must also comply with the most current issue, unless otherwise specified, of the Telephone Company's Network Equipment Installation Standards (Verizon Information Publication IP 72201) and the Telephone Company Central Office Engineering Standards (Verizon Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. The Requesting CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Telephone Company, other Requesting CLEC(s), tenant(s) or any other party. If such interference occurs, the Telephone Company may take action as permitted under 2. of this tariff.

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

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

a. Specifications (Cont'd)

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

b. Entrance Facilities

(1) Entry Points

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

(2) Central Office Manhole

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

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

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

b. Entrance Facilities (Cont'd)

(2) Central Office Manhole (Cont'd)

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

(3) Point of Interconnection

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

(4) Cable Installation and Cable Support Structure

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

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

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

c. Point of Interconnection

(1) Physical Collocation

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

d. Non-Compliant Installations and Operations

If at any time the Telephone Company reasonably determines that either the equipment or the engineering and installation do not meet the requirements outlined in this tariff, the Requesting CLEC will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the Requesting CLEC fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the Requesting CLEC, the Telephone Company may have the equipment removed or the condition corrected at the Requesting CLEC's expense. If, during the installation phase, the Telephone Company reasonably determines that any Requesting CLEC designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, the Telephone Company has the right to immediately stop the work until the problem is corrected to the Telephone Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Telephone Company employees, interferes with the performance of the Telephone Company's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the Requesting CLEC. The reasonable cost of said work and/or actions shall be borne by the Requesting CLEC. The Telephone Company reserves the right to remove products, facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and the Telephone Company standards.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

e. Removals, Relocations and Rearrangements

Upon termination of any Collocated Interconnection arrangements pursuant to Section 2 of this tariff, the Requesting CLEC must remove its equipment from that space within 30 days. Upon removal by the Requesting CLEC of all its equipment from the Collocated Interconnection Space or portion thereof, the Requesting CLEC will reimburse the Telephone Company for the cost to restore the Collocated Interconnection Space to its original condition at time of occupancy and to make whatever modifications are needed to reduce the size of the occupancy. The cost will be applied on a time and materials basis. Due to physical and technical constraints, removal of cable will be at the Telephone Company's option. When the Requesting CLEC wishes to consolidate its facilities which were located in two or more Collocated Interconnection Space locations, a request must be submitted to the Telephone Company, and the Telephone Company will provide the Requesting CLEC with an estimate of the cost which the Requesting CLEC must pay for such a consolidation, the cost of which will be calculated on the basis of the initial construction. The cost will be applied on a time and materials basis. Monthly charges for Cable Support Structure apply until the cable is removed. The Removal Charge will be applied on a time and materials basis.

f. Access Rights of the Telephone Company

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

g. Shared Building Facilities

Where the Requesting CLEC shares a common entrance to the central office with the Telephone Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, designated restrooms, etc., will be permitted. However, access to such facilities may be restricted by security requirements, and a Telephone Company employee may be required to accompany the Requesting CLEC's personnel. In certain central offices, the Requesting CLEC's personnel will be allowed access only when an authorized Telephone Company technician is available. The Telephone Company shall provide a technician to accompany the Requesting CLEC's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company technician's time will be as set forth in J. following.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

(N)

h. DC Power

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

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

- 2) The CLEC is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Telephone Company will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.
- 3) The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Telephone Company may measure the DC power drawn at an arrangement by monitoring the Telephone Company's power distribution point. In those instances where the Telephone Company needs access to the Collocation arrangement to make these measurements, the Telephone Company will schedule a joint meeting with the CLEC.
 - a. If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

(N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T dated 4-30-02.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

h. DC Power (Cont'd)

3) (Cont'd)

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

- i. The Telephone Company will provide the CLEC with written notification by certified U.S. mail to the person designated by the CLEC to receive such notice that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within the ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.
- ii. For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

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

- i. The Telephone Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Telephone Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Telephone Company will not wait for the CLEC or require it to be present during the second inspection.
- ii. Additional Labor charges, as set forth in J. following, apply for the costs of performing inspection.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T dated 4-30-02.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

(N)

h. DC Power (Cont'd)

3) (Cont'd)

c. (Cont'd)

- iii. The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Telephone Company or require it to be present during the CLEC test. Upon request of the CLEC, the Telephone Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Telephone Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements contradict the Telephone Company's.
- iv. If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the CLEC with written notification, within ten (10) business days, by certified U.S. mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Telephone Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.
- v. The Telephone Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Telephone Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Telephone Company from making the notice described in paragraph vi. following.
- vi. If the CLEC disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke the Commission's Alternative Dispute Resolution Process (ADRP). ADRP can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

(N)

h. DC Power (Cont'd)

3) (Cont'd)

c. (Cont'd)

vii. With the notification required by subparagraph h.3.c.iv., the Telephone Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of Additional Labor charges, as set forth in J. following, for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are described in h(4) following.

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

- i. For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its payment to the fund to the Telephone Company within 10 calendar days of making the payment.
- ii. For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its payment to the fund to the Telephone Company within 10 calendar days of making the payment.
- iii. For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its payment to the fund to the Telephone Company within 10 calendar days of making the payment.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

(N)

h. DC Power (Cont'd)

3) (Cont'd)

d. (Cont'd)

- iv. For more than three (3) violations within the same consecutive twelve (12) month period, the Telephone Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the a fund to be designated by the Commission.
 - v. The Telephone Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the a fund to be designated by the Commission under the provisions set forth preceding. The Telephone Company will provide a copy of the CLEC notification to the Commission, under seal.
 - e. At the conclusion of any ADRP proceeding in which the Telephone Company receives a favorable ruling, the above penalties (including the revised billing) will be self-executing. The Telephone Company will notify the Commission of the violation as described in 3.d.v., but no Commission action or approval is needed to begin the revised billing and for the separate and additional penalty to be paid to the fund to be designated by the Commission.
 - f. If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Telephone Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 3.e. preceding.
- 4) Annually, each CLEC must submit a written statement signed by a responsible officer of the company, which attests that it is not exceeding the total load of power as ordered on the Collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Telephone Company. If the CLEC fails to submit this written statement by the last day in June, the Telephone Company will notify the CLEC in writing that it has thirty (30 days) to submit its power attestation. Failure to submit the required statement within the thirty (30)-day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused.

(N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T_____ dated 4-30-02_____.

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

(N)

h. DC Power (Cont'd)

- 5) Whenever the Telephone Company is required to perform work on a Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Telephone Company will assess a nonrecurring charge. The nonrecurring charge applies for the first half-hour (or fraction thereof) and each additional half-hour (or fraction thereof) per technician, per occurrence, as shown in J. following. If a CLEC orders a power reduction prior to 60 days from the effective date of the tariff, where only a change in the fuse size is necessary, the Telephone Company will waive this nonrecurring charge.
- 6) If the CLEC orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, a nonrecurring augmentation fee, as shown in J. following, will apply. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the nonrecurring augment fee will apply. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

9. Security Arrangements

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

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

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

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

- b. The Requesting CLEC will maintain with the Telephone Company a list of all Requesting CLEC employees who are currently authorized by the Requesting CLEC to access its Collocated Interconnection Space and will include social security numbers of all such individuals. The Requesting CLEC will also maintain with the Telephone Company a list of its Collocated-approved vendors and their social security numbers who request access to Interconnection Space. Only those individuals approved by the Telephone Company will be allowed access to the Telephone Company central office and the Collocated Interconnection Space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All Requesting CLEC personnel must obtain and prominently display a valid non-employee Telephone Company identification card.

Material formerly found on this page now appears on Original Page 21a.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1344-T-T_____ dated 10-9-01_____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

9. Security Arrangements (Cont'd)

- b. Former employees of the Telephone Company will be given access to the Telephone Company central office by the Requesting CLEC in accordance with the Telephone Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Telephone Company's premises. The Telephone Company reserves the right to revoke any identification badge and/or access card of any Requesting CLEC employee or agent found in violations of the terms and conditions set forth herein. All badges/access cards must be returned upon termination of this arrangement. The Requesting CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or issued to individuals that are no longer employed or engaged by the Requesting CLEC. (x)
- c. The Telephone Company for good cause shown may deny access to any individual authorized by the Requesting CLEC to have access to its space.
- d. In the event of work stoppages, separate entrances will be established for the Requesting CLEC, where possible. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. The Requesting CLEC will notify the Telephone Company of any work stoppages by Requesting CLEC employees.

10. Rules of Conduct

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

(x) Indicates material transferred from Original Page 21.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T_____ dated 10-9-01_____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification

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

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

- b. The Telephone Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- c. The Telephone Company is not liable for damages to the Requesting CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's gross negligence or willful misconduct.
- d. The Telephone Company shall be indemnified, defended and held harmless by the Requesting CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Telephone Company's facilities;
 - (2) Claims for patent infringement arising from the Requesting CLEC's or its end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or the Requesting CLEC;
 - (3) All other claims arising out of any act or omission of the end user and/or Requesting CLEC in the course of using services provided pursuant to this tariff;

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

Issued: January 8, 2001

Effective: January 8, 2001

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

- d. The Telephone Company shall be indemnified, defended and held harmless by the Requesting CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving: (Cont'd)
 - (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 Requesting CLEC or its end user in connection with facilities provided by the Telephone Company, the Requesting CLEC, or the end user; or
 - (5) The Telephone Company shall not be liable to the Requesting CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Telephone Company has been advised of the possibility of such loss or damage.
- e. The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the Requesting CLEC from any and all claims by any person relating to such Requesting CLEC's use of services so provided.
- f. No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.
- g. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.
- h. The Telephone Company shall not be liable for any act or omission of any other entity furnishing to the Requesting CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Telephone Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the Requesting CLEC or Requesting CLEC end user, or due to the failure of equipment, facilities, or services provided by the Requesting CLEC or its end user.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

- i. Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- j. The Requesting CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by the Requesting CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the Requesting CLEC's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

The Telephone Company shall indemnify, defend and save harmless the Requesting CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the central office of by an act or omission of the Requesting CLEC, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Requesting CLEC.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

j. (Cont'd)

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

- (1) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this tariff only to the extent the failure to give such notice has prejudiced the indemnifying Party.
 - (2) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.
 - (3) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.
 - (4) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.
- k. The Requesting CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by the Requesting CLEC, and/or acts by the Requesting CLEC, its employees, agents or contractors.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

11. Liability And Indemnification (Cont'd)

1. The Requesting CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to Requesting CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- m. The Requesting CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Requesting CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Requesting CLEC, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.
- n. The Telephone Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the Requesting CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent.
- o. The Telephone Company and the Requesting CLEC shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

12. Notice of Discontinuance

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

C. PHYSICAL COLLOCATION

1. Physically-Collocated Interconnection

- a. The Telephone Company is responsible for providing Collocated Interconnection Space in accordance with this tariff. The Requesting CLEC will be responsible for accepting delivery, installation and maintenance of its equipment within the Collocated Interconnection Space. The Requesting CLEC may not construct improvements or make alterations or repairs to the Collocated Interconnection Space without the prior written approval of the Telephone Company.
- b. Additional space will be provided on a per request basis, where feasible, and where space is being efficiently used as specified in B.7. preceding. Additional space can be requested by the Requesting CLEC by completing and submitting a new Collocation Application Form. The Telephone Company will not provide a single Requesting CLEC more than half of the initial space available for Physically Collocated Interconnection.
- c. The Telephone Company does not require the Requesting CLEC to secure all its equipment in a metal enclosure (cage).

The Requesting CLEC may at its own expense contract directly with a Telephone Company-approved contractor for a standard or non-standard cage construction, providing it conforms with the Telephone Company specifications and safety standards. The Telephone Company will consider for approval any Requesting CLEC-recommended contractor not currently approved by the Telephone Company.

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

C. PHYSICAL COLLOCATION (Cont'd)

1. Physically-Collocated Interconnection (Cont'd)

- e. The Requesting CLEC is permitted to place in the Collocated Interconnection Space ancillary equipment such as cross connect frames as well as storage cabinets and work surfaces (e.g., tables). Requesting CLEC's must utilize their space as specified in B.7. preceding describing efficient use of space and they must meet the Telephone Company's central office environmental standards. The Requesting CLEC may order Local Exchange Service from the Telephone Company for administrative purposes required within the Physical Collocated Interconnection Space. The use of the Telephone Company official service by the Requesting CLEC is prohibited.
- f. The Telephone Company will designate the floor space within each central office that will constitute the Requesting CLEC's Interconnection Space.
- g. The Requesting CLEC is responsible for installing and maintaining its fiber optic cable up to the Telephone Company-designated location and leaving sufficient cable length for the Telephone Company to extend fully such cable to the cable vault located in the central office and to the Requesting CLEC's Interconnection Space.
- h. The Telephone Company will extend the Requesting CLEC's fiber optic cable to the cable vault and place the cable in fire retardant tubing prior to extension to the Requesting CLEC's Interconnection Space. Any applicable Special Construction charges will apply. The Telephone Company may require the Requesting CLEC to provide fire retardant fiber optic cable to be extended from a splice area designated by the Telephone Company.
- i. The Requesting CLEC shall maintain the fiber optic feeder cable from the central office manhole or other Requesting CLEC-designated location into the central office cable vault and between the cable vault and the Collocated Interconnection Space. The Telephone Company shall, upon reasonable notice, provide a technician to accompany the Requesting CLEC's personnel within the central office cable vault and between the cable vault and the Collocated Interconnection Space, and the charges for the Telephone Company technician's time will be as set forth in J. following.
- j. All equipment to be installed in the Telephone Company central offices must comply with the Telecordia Technologies Network Equipment - Building System (NEBS) Requirements (GR-63-CORE), the Telephone Company central office environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently becomes effective. In addition, all equipment to be installed must comply with the provisions as set forth in B.8. preceding.

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CLEC COLLOCATED INTERCONNECTION SERVICE

C. PHYSICAL COLLOCATION (Cont'd)

1. Physically-Collocated Interconnection (Cont'd)

- k. The Telephone Company will be responsible for the installation, maintenance and all related activities between the Telephone Company equipment and up to the point(s) of demarcation between the Requesting CLEC-designated facilities and the Telephone Company designated facilities Requesting CLEC equipment. The Telephone Company is also responsible for installing a Network Cable Rack between the Collocated Interconnection Space and the Telephone Company's Network. The Network Cable Rack will be provided on a per service basis.
- l. The Telephone Company will permit the Requesting CLEC's employees, agents and contractors, as approved by the Telephone Company as specified in B.9. preceding, to have access to the Requesting CLEC's Interconnection Space at all times, except as specified in B.8. preceding, provided that the Requesting CLEC's employees, agents, and contractors comply with all policies and practices of the Telephone Company including those associated with Collocation escort, fire, safety, environmental and security standards.
- m. The Requesting CLEC will be responsible for all installation, maintenance, repair and service functions for Requesting CLEC equipment located in its Collocated Interconnection Space.
- n. The Telephone Company will work cooperatively with the Requesting CLEC to permit all appropriate testing and maintenance.

D. SHARED PHYSICAL COLLOCATION ARRANGEMENTS

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

D. SHARED PHYSICAL COLLOCATION ARRANGEMENTS (Cont'd)

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

CLEC COLLOCATED INTERCONNECTION SERVICE

D. SHARED PHYSICAL COLLOCATION ARRANGEMENTS (Cont'd)

5. All terms and conditions for Physically-Collocated Interconnection as described in this tariff will apply. In addition, the following terms and conditions will apply to Shared Physical Collocation Arrangements.
- The host and guest(s) must each be collocating for the purpose of interconnecting to the Telephone Company services.
 - The COR assumes the responsibility for the guest's violation of the requirements under this tariff and all tariff regulations and other requirements related to a Shared Physical Collocated Arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s) to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.
 - The Telephone Company will issue only one identifying CLLI code and provide it to the host.
 - All occupancy and specific Physical Collocation Arrangement communications will be between the host and the Telephone Company as specified in this tariff.
 - The host will remain responsible for all costs associated with the Shared Physical Collocation Arrangement. The Telephone Company will not split bill any of the rate elements associated with the Physical Collocation Arrangement between the host and its guest(s) (e.g., Cable Support Structure, Power, AC convenience outlet, Overhead Lighting Construction, and Room Construction Charges).

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE)

1. Service Description

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE) (Cont'd)

1. Service Description (Cont'd)

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

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

2. SCOPE Arrangement

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

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

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE) (Cont'd)

2. SCOPE Arrangement (Cont'd)

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

3. Application, Engineering and Administration

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

4. Shared Point of Termination (SPOT) Bay

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

The Telephone Company always provides the SPOT Bay (frame and terminations).

5. Equipment Bay, Lighting and AC Convenience Outlet Installation

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE) (Cont'd)

5. Equipment Bay, Lighting and AC Convenience Outlet Installation (Cont'd)

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

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

F. CAGELESS COLLOCATION - OPEN ENVIRONMENT (CCOE)

1. Service Description

- a. CCOE is a form of Physical Collocation in which Requesting CLECs can place their equipment in the Telephone Company central office space. This arrangement is available on a first come, first served basis in all central offices where interconnection or access to unbundled network elements is requested by the Requesting CLEC. The Telephone Company will assign collocated space in accordance with b.1.d. CCOE is not available where the only unoccupied space in a central office has been reserved by the Telephone Company for its own use or where the placement of CCOE equipment will put the Telephone Company network at risk. (C) (C)
- b. All terms and conditions for Physical Collocation as described preceding will apply, except as set forth following.

2. CCOE Arrangement

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

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

2. CCOE Arrangement (Cont'd)

- b. The Requesting CLEC must install a minimum of one shelf of working equipment equipped with plug-ins when installing a CCOE bay. Equipment bays must be fully equipped with common plug-ins prior to adding subsequent equipment bays. Space for additional bays for future use may be reserved, if available, until such time as the Telephone Company requires the reserved bay to meet another Requesting CLEC's request. The Telephone Company will make reasonable efforts to assign reserved bay space so that it is located next to the Requesting CLEC's existing equipment bays; however the Telephone Company makes no guarantee to that effect.
- c. The Requesting CLEC is permitted to place in its CCOE arrangement Requesting CLEC-provided equipment. The Requesting CLEC shall not place in its CCOE arrangement other types of equipment (such as enhanced services or customer premises equipment), as described in B.1.a. preceding.
- d. The Requesting CLEC shall not store any ancillary equipment within the CCOE area that is not permanently mounted within the bay.
- e. The Requesting CLEC is responsible for the identification of all equipment in its CCOE arrangement. All equipment must be clearly identified with the Requesting CLEC's name, emergency reach number, CLLI code and relay rack number. The CLLI code and relay rack number will be assigned by the Telephone Company.
- f. The Requesting CLEC equipment bay should conform with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint. Non-standard equipment configurations will be evaluated on a case-by-case basis. At the Telephone Company's discretion, 12 inch deep bays may not be placed in adjacent line-ups with 22 inch deep bays.
- g. All Requesting CLEC equipment to be installed in the Telephone Company central offices should be either on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the Technical Specifications specified preceding. Upon receipt of a CCOE request, the Telephone Company will make available at cost any Telephone Company technical specific or documentation required by the Requesting CLEC to comply with this provision.

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CLEC COLLOCATED INTERCONNECTION SERVICE

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

2. CCOE Arrangement (Cont'd)

h. (Reserved for Future Use)

(O)

(O)

- i. The Telephone Company may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other such separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as deemed appropriate by the Telephone Company.
- j. The Telephone Company and the Requesting CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements. The Telephone Company reserves the right to designate the specific location within the central office for installation.
- k. Methods of Procedures (MOP) detailing the installation work to be performed by the Requesting CLEC shall be completed by the Requesting CLEC on all CCOE arrangement equipment installations. The MOP shall be agreed upon and signed by a Telephone Company representative and a Requesting CLEC representative prior to the beginning of any installation effort within the central office CCOE space. The Requesting CLEC shall prominently display the signed MOP at the equipment bay while performing any installation functions.
- l. The Requesting CLEC is responsible to demonstrate that its equipment meets all the Telephone Company installation standards prior to turn-up of equipment.
- m. Requesting CLEC designated personnel will be permitted to access their equipment for provisioning, maintenance and repair. The Requesting CLEC must adhere to all entrance and exit requirements as specified by the Telephone Company for each CCOE arrangement. Requesting CLEC access is restricted to direct access to the arrangement including central office space housing the CCOE equipment. The Requesting CLEC will be responsible for having fiber pulled from the manhole to the CCOE arrangement as described following.
- n. Requesting CLEC may provide its own transport or purchase other transport leased from the Telephone Company or from a third party for the input side of the arrangement.

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CLEC COLLOCATED INTERCONNECTION SERVICE

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

3. Entrance Facility and Entrance Facility Termination

- a. Cable Installation procedures are the same as those specified in B.8. preceding for Physically Collocated Interconnection. In addition, the following conditions apply.
- b. The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its Entrance Manholes. No splicing will be permitted to Entrance Manhole. Where the Requesting CLEC is providing underground fiber optic cable in Entrance Manhole, it must be of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The Requesting CLEC is responsible for placement of the fiber optic facility within Entrance Manhole and is responsible for the maintenance of the fiber optic cable(s).
- c. The Requesting CLEC is responsible for installing Requesting CLEC-provided fiber optic feeder cable in the Conduit Space. To avoid unnecessary reinforcements or rearrangements, the Requesting CLEC will be required to provide a three-year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated innerduct. The Requesting CLEC will not be permitted to reserve space in the Central Office Conduit. If new conduit is required, the Telephone Company will negotiate with the Requesting CLEC to determine a further arrangement to deal with the specific location.
- d. The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned for its primary use.
- e. The Requesting CLEC is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its' fire retardant inside riser cable within the central office cable vault or designated splicing chamber.
- f. The splice in the central office cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- g. The Requesting CLEC must tag all entrance facilities to indicate ownership.
- h. The Requesting CLEC will be accompanied by qualified Telephone Company representatives in all Manhole and Vault locations, subject to the charges set forth in J. following.

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CLEC COLLOCATED INTERCONNECTION SERVICE

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

4. Site Survey Report, Application, Engineering and Implementation

- a. The Telephone Company will make available to the Requesting CLEC, upon signing a confidentiality agreement, a Site Survey/Report as described in B.3. preceding.
- b. The Requesting CLEC must request CCOE arrangements through its Telephone Company Point of Contact, subject to the terms and conditions as described in B.3. preceding.
- c. The interval for CCOE is subject to the terms and conditions as described in B.1.h. preceding. (C)

5. Point of Termination (POT)

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

6. Equipment Bay, Lighting and AC Convenience Outlet Installation

- a. The Requesting CLEC is responsible for providing and installing its own equipment and equipment bay(s) in the CCOE area. The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator backup power, heat, air-conditioning and other environment support.
- b. -48V DC power shall be provided per load amp, per feed. The Telephone Company will provide access to junction boxes so that Requesting CLECs may contract directly with a Telephone Company approved vendor for the installation of AC convenience outlets, overhead lighting and equipment superstructure to comply with the technical specifications in IP 72201 and match existing central office infrastructure. (C)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 03-1778-T-T dated 11/24/03.

CLEC COLLOCATED INTERCONNECTION SERVICE

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

7. Security Measures

- a. The Telephone Company will determine the appropriate level of security in each central office.
- b. The Requesting CLEC agrees to abide by all Telephone Company security practices for Requesting CLEC employees/agents with access to the Telephone Company's central offices as described in the Telephone Company's Security Guidelines, which will be provided upon request.
- c. The Requesting CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.
- d. The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe the Requesting CLEC employee at the Requesting CLEC's requested time of entry to the central office, at no cost to the Requesting CLEC. In those central offices where security measures are not yet in place, the Telephone Company will at its discretion, require an escort at no cost to the Requesting CLEC.
- e. Requesting CLECs will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort except as noted in d. above. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the Requesting CLEC shall provide the Telephone Company with notice of no less than thirty (30) minutes for a manned structure and sixty (60) minutes for an unmanned Telephone Company premises prior to dispatching a Requesting CLEC employee or agent to the collocation arrangement.
- f. The Requesting CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be U.S. citizens where required by law or regulation.

Issued by authority of an Order of the Public Service Commission of West Virginia in
Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

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

7. Security Measures (Cont'd)

- g. The Telephone Company will provide the Requesting CLEC with non-employee identification badge applications. The Requesting CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each Requesting CLEC employee who requires access. The Requesting CLEC employee/vendor(s) must prominently display valid identification badges at all times while on the Telephone Company property. This badge will permit direct access to the location of the Requesting CLEC's CCOE arrangement in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are installed. All badges/access cards must be returned upon termination of this arrangement. The Requesting CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to employees that are no longer employed or engaged by the Requesting CLEC.
- h. The Requesting CLEC agrees that its employees/vendors with access to the Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations.
- i. The Telephone Company will provide the Requesting CLEC with written notice of such changes.
- j. Where applicable, the Telephone Company will provide information to the Requesting CLEC on the specific type of security training required so the Requesting CLEC's employees can complete such training.
- k. Disciplinary procedures will be established to ensure the safety and integrity of the central office including but not limited to procedures that require the responsible Requesting CLEC employee to be barred from the Telephone Company premises for certain specified actions that damage or place the network or equipment of the Telephone Company or other CLECs in jeopardy. These procedures shall be included in the Telephone Company's Technical Publications.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

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CLEC COLLOCATED INTERCONNECTION SERVICE

- G. Interconnection Between Collocated Spaces (C)
1. Dedicated Cable Support (DCS) (Not available to new collocators after September 28, 2001. (C)
- Service Description (T)
- The Telephone Company will permit Requesting CLECs that are physically collocated within the same serving wire center to provision upon request, the cabling and racking necessary to interconnect between each other.
- b. Regulations
- (1) Requesting CLECs must establish a Physical Collocation arrangement. Requesting CLEC collocated equipment must be used for interconnection with the Telephone Company or access to the Telephone Company unbundled network elements. (T)
- (2) The Requesting CLEC is responsible for the installation and maintenance of all cabling and connections between the collocation arrangements. The Requesting CLEC is responsible for contracting directly with a Telephone Company approved vendor. The vendor used to provision DCS must be on the Telephone Company's list of approved vendors. A Requesting CLEC may request that a qualified vendor be added to the Telephone Company's list pending approval. (T)
- (3) DCS may be provided to support VG, DS1, DS3 and fiber optic cables. Fiber jumpers will be permitted, as approved by the Telephone Company on a temporary basis, subject to removal within sixty (60) days of installation. (T)
- (4) Fiber splicing within DCS will be considered on a case by case basis subject to approval by the Telephone Company. (T)
- (5) DCS may be shared by multiple Requesting CLECs. Subsequent requests for DCS by other Requesting CLECs may connect to the common DCS structure. (T)
- (6) The Requesting CLEC must adhere to the Telephone Company practices and safety requirements for central office cabling (GR-409-CORE and National Electrical Code) as they relate to fire, safety, health and environmental safeguards. (T)
- (7) The provisioning of DCS will be under the direct supervision of the Telephone Company and must meet the Telephone Company's specifications. The Telephone Company will designate locations for placement of DCS where technically feasible and based upon space availability. (T)
- (8) DCS will be available pursuant to space availability within the serving wire center. The Telephone Company will process, on a first-come, first-served basis, Requesting CLEC requests to install cable racking for DCS. (T)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T_____ dated 10-9-01_____.

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CLEC COLLOCATED INTERCONNECTION SERVICE

G. Interconnection Between Collocated Spaces (Cont'd) (C)

b. Regulations (Cont'd)

- (9) Prior to beginning any delivery, installation, replacement, or removal work for DCS or cabling between collocations arrangements, the Requesting CLEC must obtain the Telephone Company's written approval of the Requesting CLEC's proposal scheduling the work. Methods of Procedures (MOP) will be mutually agreed to and signed by the participating Requesting CLECs and the Telephone Company. (T)
- (10) The Telephone Company is not responsible for any damage or harm to the Requesting CLEC or other customer's equipment, facilities, or personnel resulting from this activity. The Requesting CLEC is responsible for any damage or harm to the Telephone Company or the Telephone Company customer equipment, facilities or personnel resulting from this activity. (T)
- (11) If the Requesting CLEC vacates the collocation and/or DCS arrangement, is the only Requesting CLEC to provision a DCS arrangement, and such space is immediately needed for other purposes, the Requesting CLEC requesting such arrangement is responsible to restore the space to its original condition. If the Requesting CLEC fails to restore the space to its original condition, the Telephone Company reserves the right to restore the space to its original condition and the Requesting CLEC will be responsible to reimburse the Telephone Company for all costs. (T)
- (12) When multiple Requesting CLECs occupy more than one collocation arrangement, within the same serving wire center, the Requesting CLECs may interconnect their collocated equipment contained in such spaces. At these locations, the Requesting CLEC originating the request (the CLEC of Record) will be responsible for supplying, installing and maintaining the cabling between the different space locations. (T)

2. Dedicated Transit Service (DTS) (N)

a. Service Description

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

(b) Regulations

- (1) DTS is only available when both collocation arrangements (either physical and/or virtual) are within the same central office provided that the collocated equipment is also used for interconnection with the Telephone Company or for access to unbundled network elements.
- (2) The Telephone Company shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises. (N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T dated 10-9-01.

Issued: September 28, 2001

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CLEC COLLOCATED INTERCONNECTION SERVICE

- G. Interconnection Between Collocated Spaces (Cont'd) (C)
- b. Regulations (Cont'd) (T)
- (3) The DTS arrangement requires one Requesting CLEC to provide cable assignment information for itself as well as for the other Requesting CLEC. The Telephone Company will not make cable assignments for DTS. (N)
 - (4) DTS also allows for one Requesting CLEC to connect two of its own virtual collocation arrangements in the same Telephone premises (virtual collocation cascading arrangement).
 - (5) DTS is provided at the same transmission level from Requesting CLEC to Requesting CLEC.
 - (6) DTS is provided on a negotiated interval.
 - (7) Ordering, Provisioning, Payment, Maintenance and Disconnection of Service - The ordering Requesting CLEC is responsible for ordering, provisioning, bill payment, disconnect orders and maintenance transactions and is the customer of record.
 - (8) The Requesting CLEC ordering DTS must provide a letter of agency from the Requesting CLEC it is connecting to.
 - (9) Ordering, Provisioning, Payment, Maintenance and Disconnection of Service - The ordering Requesting CLEC is responsible for all ordering, provisioning, bill payment, disconnect orders and maintenance transactions and is the customer of record.
 - (10) NRCs apply to recover costs for expenses associated with circuit provisioning and service order processing. NRCs apply on an expedited or non-expedited basis. Expedited charges apply when intervals shorter than those negotiated are requested or if the Requesting CLEC requests that the work be done outside the normal scheduled work hours.
 - (11) A Service Order Charge applies per DTS service order request. The service order charge includes the costs for order placement and issuance provided by the Telephone Company.
 - (12) Circuit Provisioning Charge - Includes the costs for circuit engineering, circuit writing and turn-up, etc. Provisioning charges apply per Voice Grade, DS1, DS3, and optical transmission speeds.
 - (13) Monthly - Each DTS service will have one transmission - level-specific recurring rate element applied per physical collocation arrangement and/or virtual collocation arrangement. The appropriate monthly rate (i.e., physical collocation in Section C) and/or the appropriate monthly rate, (i.e. virtual collocation in Section H) will also apply. (N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1341-T-T___ dated 10-9-01_____.

CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION

- a. The standard Virtual Collocation arrangement may include OC3, OC12 and OC48 transmission equipment interconnected to service/elements at Voice Grade, DS1 or DS3 electrical tributaries. Requesting CLEC-dedicated equipment, as well as the fiber located in the Telephone Company's central office, will be provided by the Requesting CLEC to the Telephone Company. This equipment and fiber will be leased by the Virtual Collocator to the Telephone Company for the sum of one dollar (\$1) for the duration of the Virtual Collocation arrangement. The Telephone Company will maintain the fiber, cable, and equipment that the Telephone Company leases from the Requesting CLEC. In addition the Requesting CLEC may provide equipment as described in B.1.a. preceding. Ancillary equipment (e.g., DSX panels and connector blocks) may not be virtually collocated. The Requesting CLEC must also specify all software options for the transmission equipment and associated plug-ins. In addition, the Requesting CLEC shall provide the following:
 - all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
 - all unique tools and test equipment.
- b. The Telephone Company will be responsible for the installation, maintenance and all related activities between its equipment and the Requesting CLEC-provided equipment and for the maintenance and related activities for the fiber facilities located between the Requesting CLEC-provided and the Telephone Company-designated location outside the central office building.
- c. The Requesting CLEC will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Telecordia Technologies, must be consistent with those used by the Telephone Company for its own equipment.
- d. The Requesting CLEC is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office and connect it directly to the Requesting CLEC-provided central office equipment. Except for those authorized to perform equipment installation functions, the Requesting CLEC will not have physical access to the central office building.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION (Cont'd)

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

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

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

h. Installation and Engineering Options

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

- i. If the Requesting CLEC wishes to view the Virtual Collocation arrangement in the Telephone Company central offices, the Requesting CLEC's personnel will be allowed access only when a Telephone Company authorized representative is available. The Telephone Company shall provide an authorized representative to accompany the Requesting CLEC's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company authorized representative's time will be as set forth for Collocation Labor rates as specified in J. following.
- j. When special construction of network facilities is required for the provision of Collocated Interconnection, the applicable rates and charges will be determined on an ICB basis.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

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CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION (Cont'd)

k. Training

- (1) When the Requesting CLEC-provided equipment (hardware and software) is identical to that already in use in the Telephone Company central office building, no additional training is required.
- (2) When the Requesting CLEC-provided equipment (hardware and/or software) is not identical to that already in use in the Telephone Company central office building, training will be required. The Requesting CLEC will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials for a maximum of three Telephone Company Central Office Technicians. The technicians' training time will be based on labor rates as set forth in J. following. When travel is required, travel expenses associated with training will be charged to the Requesting CLEC based directly on ticket stubs and/or receipts.

l. Implementation Intervals and Planning

The Telephone Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Telephone Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training. The Telephone Company will notify the CLEC of issues or unanticipated delays as they become known. The Telephone Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS

1. Physical Collocation

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

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

- b. Non-recurring and monthly recurring charges for Cable Installation and Support Structure are set forth in J. following and will be assessed per cable installed.

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Effective: November 24, 2003

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

1. Physical Collocation (Cont'd)

- c. The DC Power Charge is a monthly recurring charge as set forth in J. following and applies for the -48V DC protected power required by the Requesting CLEC equipment. The power is assessed per load amp, per feed and will be based on the total power feeding the collocation arrangement.
- d. The Space and Facilities Charge as set forth in J. following is the nonrecurring cost of room construction for a physical collocation space which includes one AC convenience outlet and two overhead lights. The charge is based on the 100 square foot cost and adjusted by the per square foot rate pursuant to the space allocated to the Requesting CLEC.
- e. The Cross-Connect Charges as set forth in J. following are the monthly and nonrecurring charges for the Voice Grade - 2 Wire, DS1, DS3 and Optical cross connects. A nonrecurring Service Connection Charge also (C) applies per connection, per transmission rate.
- f. The Building Space charge as set forth in J. following is the monthly recurring charge for occupancy of space dedicated to the Requesting CLEC.

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Issued: December 13, 2002

Effective: January 13, 2003

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

2. Secured Collocation Open Physical Environment (SCOPE)

- a. The Application Fees, Cable Installation and Support, Power, and Cross-Connect charges as specified in 1. preceding will apply to a SCOPE arrangement.
- b. The SCOPE Construction Charge as set forth in J. following is a nonrecurring charge that applies when equipment bays are placed in collocation space and includes AC convenience outlets to be shared by Requesting CLECs, standard aisle lighting, cable racking, high level framing and any common grounding specific to the existing room. The required space per bay is 15 square feet. The charge is assessed per equipment bay installed.
- c. The Building Space charge as set forth in J. following is associated with the footprint of the equipment bay. This monthly charge applies per equipment bay.

3. Cageless Collocation - Open Physical Environment (CCOE)

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

The Engineering and Implementation Fee recovers the expenses associated (C) with the planning, the Telephone Company engineering, and project management of the collocation arrangement, as well as the project management functions. Application Fees will apply per request and the charges are set forth following.

- b. The SPOT Bay Frame and Termination charge as set forth in J. following, is a nonrecurring charge for the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as specified in F. preceding.
- c. The SAC SPOT Bay Termination charge as set forth in J. following, is a recurring charge for the termination strip or panel that resides in the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as described in F. preceding.
- d. The Security Access Card Charge will apply as described in F. preceding, and the charges are set forth in J. following.

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

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

- e. The Building Space and Conditioning rates as set forth in J. following, are associated with the footprint of the equipment bay. The rate is assessed per equipment bay. (T)
- f. The DC Power rate set forth in J.1.c following will apply to each Cageless arrangement. (C)
(C)
- g. The Cable Installation and Support charges are set forth in J. following and will be applied per cable installed. (C)
- h. The Cageless Cross-Connect and Service Connection charges as specified in 1.e preceding will apply to a Cageless arrangement. (C)
(C)
(D)

4. Virtual Collocation

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

4. Virtual Collocation (Cont'd)

- b. The Cable Installation and Support charges are set forth in J. following and will be assessed per cable installed. (C)
- c. The Land and Buildings monthly recurring charge is applied to each Virtual arrangement. An additional monthly recurring charge is applied for each ¼ relay rack of space in the Virtual arrangement. (C)
(C)
- d. Non-recurring charges for MUX recabling and software upgrades are set forth in J.4.d following. (C)
(C)
- e. The Cross-Connect and Service Connection charges set forth in J.4.e following will apply to each Virtual arrangement. (N)
- f. The DC Power rate set forth in J.1.c following will apply to each Virtual arrangement. (N)

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

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

7. Security, Escort and Additional Labor Charges

When the Requesting CLEC requests access to the Telephone Company central offices, or central offices where access arrangements defined preceding to do not exist, a Telephone Company-designated escort will be required at all times. This includes all Requesting CLEC work performed on the Telephone Company property.

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

8. Collocation at Remote Terminal Enclosures (CRTEE)

a. Nonrecurring Charges

- (1) The RTEE Serving Address Inquiry charge, as set forth in Section J.8.a. following, will apply per request.
- (2) The Preliminary Engineering Records Review charge, as set forth in Section J.8.a. following, will apply per request.
- (3) The Site Survey for Space Availability charge, as set forth in Section J.8.a. following, will apply per request.
- (4) An Application Fee, as set forth in Section J.8.a. following, will apply per CRTEE arrangement request.
- (5) An Engineering and Implementation Fee, as set forth in Section J.8.a. following, will apply per CRTEE arrangement request.
- (6) The Site Preparation Fee, as set forth in Section J.8.a. following, will apply per CRTEE arrangement request, as required.

b. Monthly Rates

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

c. Other Charges

- (1) The Escort Service rate, as set forth in Section J.8.c. following, will apply as described in L.4. following.

9. Microwave

Rate regulations for Microwave Collocation are set forth in L. following.

10. Interconnection Between Collocated Space

Rate regulations for Dedicated Transit Service (DTS) are set forth in G.b preceding.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1996-T-T dated 1-9-03.

(N)
|
(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

11. Application of Rates

(T)

The CLECs will be billed the non-recurring charges set forth in Section J. of this tariff for all cross connects not utilized by the CLEC on or before December 31, 2001. For all cross connects ordered after December 31, 2001, the nonrecurring rates set forth in Section J. of this tariff will apply, regardless of whether the CLEC utilizes the cross connect. CLECs will not be billed nonrecurring charges set forth in Section J. of this tariff for any cross connects utilized on or before December 31, 2001. The utilization of cross connects for determining NRCs owed to the Telephone Company will be determined by the number of cross connects in place in all of the collocation arrangements, less the total of the number of cross connects in service and the number of cross connects returned to the Telephone Company.

No later than 3 months after approval of the tariff the Telephone Company will inform each CLEC in writing of the number of cross connects inventoried and the number utilized by the CLEC, by central office, and cross connect type as of December 31, 2001. No later than sixty (60) days after the Telephone Company notifies the CLEC under this Section, each CLEC must notify the Telephone Company in writing of the number of cross connects, if any, it intends to give back to the Telephone Company, using December 31, 2001 as the utilization date. The cross connects the CLECs elect to give back must be returned in consecutive 100 pair complements (e.g., PORT - XXX-50-01-001 to PORT - XXX - 50 - 01 - 100) with no working circuits. The CLECs will not be assessed recurring or non-recurring charges set forth in Section J. of this tariff for the cross connects they elect to return to the Telephone Company.

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

The Telephone Company and the CLECs will work in good faith to determine the number of cross connects ordered and utilized by the CLEC, measured as of December 31, 2001. Any disputes over the number of cross connects ordered or utilized shall be brought to the Commission by a Joint Petition of the affected parties. The affected parties agree to ask the Commission to resolve the dispute on an expedited basis. Upon Commission resolution of the dispute, CLECs will have 30 days to return any of the disputed cross connects to the Telephone Company. The Telephone Company will have 4 months from this date to bill the CLEC.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1996-T-T_____ dated 1-9-03.

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

9. Application of Rates (Cont'd)

(N)

The Telephone Company will bill CLECs both recurring and nonrecurring charges for any cross connects that were installed but not used (and not, therefore, previously billed for) as of December 31, 2001, and that were not returned to the Telephone Company as of the closing of the window in which non-utilized units may be returned to the Telephone Company. Subject to the terms and conditions specified below, any nonrecurring net amounts owed to the Telephone Company by the CLECs after these true-ups may, at the CLEC's option, be amortized on an installment basis over a 24-month period. The following terms and conditions apply:

- 1) A CLEC will be eligible for this payment option only if that CLEC and its affiliates (as affiliates are defined in the Telecommunications Act of 1996 (the "Act")), if any, have gross revenue of less than \$2 billion per year arising from the provision of telecommunications services or facilities at the time the order is placed. The Telephone Company may require the CLEC to establish its eligibility under this section to the Telephone Company's reasonable satisfaction.
- 2) The monthly installment charge shall consist of twenty-four equal payments representing recovery of the total amount to be amortized as well as interest charged at a rate of 11.25 percent per annum of the unpaid principal.
- 3) If the service is terminated before all installment payments have been made, the remaining unpaid amount of the installment charges shall be due and payable.
- 4) Service provided under this installment payment option is subject to all other terms and conditions of this tariff or applicable tariffs, including those relating to deposits, billing, form of payment, late payment charges, and dispute resolution, if any. Each amortizing CLEC hereby grants to the Telephone Company a continuing security interest in and to all of that CLEC's personal property including the CLEC's now-owned and hereafter acquired accounts, goods, general intangibles, equipment, inventory, and contract rights and in the proceeds and products thereof. The security interest granted hereby is to secure payment and performance of the obligations of each amortizing CLEC hereunder. The CLEC hereby agrees to execute all documents, including financing statements, required by the Telephone Company to evidence, perfect and enforce the security interest granted hereunder. In the event of default, the Telephone Company shall have all rights and remedies available to it under the Uniform Commercial Code in addition to any rights and remedies available under law or equity.

(N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T_____ dated 4-30-02.

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T dated 4-30-02.

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

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

Issued by authority of an Order of the Public Service Commission of West Virginia in
Case No. 02-1996-T-T dated 1-9-03.

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

2. Secured Collocation Open Physical Environment (SCOPE)

	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
a. Building Space, per equipment bay.....	-	\$ 34.05	
b. Construction, per equipment bay.....	\$4,194.37	-	
c. Cross-Connect Charges.....	See J.1.e preceding	See J.1.e preceding	
d. Application Fees.....	See J.1.a preceding	-	
e. Cable Installation and Support Charge.....	See J.1.b preceding	J.1.b preceding	(C) (C)
f. DC Power Charge.....	-	See J.1.c preceding	
g. Spot Bay frame and Termination.....	See J.3.b following	See J.3.c following	
h. Security Access Cards.....	See J.3.e following	-	

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1996-T-T_____ dated 1-9-03_____.

Issued: December 13, 2002

Effective: January 13, 2003

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

3.Cageless Collocation - Open Environment (CCOE)

(x)

	Nonrecurring	Per Month	
a. Application Fees			
- Initial, per request.....	\$3,500.00	-	(C)(x)
- Augment, per request.....	\$2,500.00	-	(N)
- Augment, cable only.....	1,500.00		(N)
Limited to one of the following:			
400 DS0s (or 200 line share pairs),			
28 DS1s,			
3 DS3s, or			
12 fiber			(N)
- Engineering and Implementation			
- Initial, per request	1,723.16	-	(R)(x)
- Augment, per request	1,581.71	-	(N)
- Augment, cable only	550.00	-	(N)
Limited to one of the following:			
400 DS0s,			
28 DS1s,			
3 DS3s, or			
12 fiber			(N)

(x) Indicates material transferred from Original Page 52.

Issued by authority of an Order of the Public Service Commission of West Virginia in
Case No. 02-0454-T-T dated 4-30-02.

Issued: April 5, 2002

Effective: May 6, 2002

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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2nd Revised Page 53
Cancels 1st Revised Page 53

CLEC COLLOCATED INTERCONNECTION SERVICE

J. Rates and Charges (Cont'd)

3. Cageless Collocation - Open Environment (CCOE) (Cont'd)	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
b. SPOT Bay Frame & Terminations*			
- Per 100 Voice Grade.....	\$ 498.00	-	
- Per 28 DS1s.....	629.24	-	
- Per DS3.....	120.23	-	
- Per 12 Fibers.....	253.28	-	
c. SAC SPOT Bay Termination*			
- Per 100 Pair Voice Grade.....	-	\$ 0.89	
- DS1, Per 28.....	-	3.09	
- Per DS3.....	-	0.59	
- Per 12 Fibers.....	-	2.06	
d. Building Space and Conditioning			
- Per equipment Bay#.....	4,194.32	34.05	
e. Security Access Cards			
- Per card	18.18		(N)
- Per 5 Cards.....	90.88		
f. DC Power, per load amp,			
- per feed.....	-	See J.1.c preceding	
g. Cable Installation and Support Structure			
- Per cable.....	See J.1.b preceding	See J.1.b preceding	

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

Rate for equipment bays containing non-standard equipment will be determined on an Individual Case Basis.

(D)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1343-T-T_____ dated 9-10-02.

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. Rates and Charges (Cont'd)

3. Cageless Collocation - Open Environment (CCOE) (Cont'd)	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
h. Cageless Cross-Connect	See J.1.e preceding	See J.1.e preceding	(T)
			(D)
i. Service Connection Charge	See J.1.e preceding	-	
			(D)

Issued by authority of an Order of the Public Service Commission of West Virginia in
Case No. 02-0454-T-T__ dated 4-30-02.

NETWORK INTERCONNECTION SERVICES TARIFF

P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
4. Virtual Collocation			
a. Application Fees			
Initial	\$ 3,500.00		(N)
Augment	1,500.00		
Augment, cable only	1,500.00		
Limited to one of the following:			
400 DS0s (or 200 line share pairs)			
28 DS1s,			
3 DS3s, or			
12 fiber			(N)
Engineering and Implementations Fees			
Initial Application.....	1,760.93	-	(R)
Site Augmentation.....	2,581.71	-	(I)
Augment, cable only	550.00		(N)
Limited to one of the following:			
400 DS0s (or 200 line share pairs),			
28 DS1s,			
3 DS3s, or			
12 Fiber			(N)
b. Cable Installation and Support			
per cable.....	577.58	42.93	(C)
c. Land and Buildings,			(N)
per Virtual Arrangement	-	20.43	(N)
per ¼ relay rack	-	2.13	(N)
d. Equipment Installation & Engineering			
per unit of transmission/ multiplexing equipment (CLEC Responsible)			(C) (C)
Mux Recabling - per unit.....	1,821.32	-	(R)
Software Upgrade per shelf.....	530.09	-	(R) (D)

Effective by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T dated 5-29-02.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. Rates and Charges (Cont'd)

	Nonrecurring Charge	Per Month	
4. Virtual Collocation (Cont'd)			
e. Cross-Connect Charges per service, per month			
Voice Grade 100 2 wire pairs	\$879.58	\$5.22	(C)
1.544 Mbps DS1, per 28 DS1	1,335.66	154.98	
44.736 Mbps DS3, per DS3	341.31	41.54	
Fiber Optic			
Virtual Fiber Cross			
Connect (Per 12 Fibers)			
OC3	2,464.00	6.65	(C)

Effective by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-0454-T-T dated 5-29-02.

NETWORK INTERCONNECTION SERVICES TARIFF
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Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
4. Virtual Collocation (Cont'd)			
e. Cross-Connect Charges per service, per month (Cont'd)			
OC12	\$2,464.00	\$6.65	
OC48	\$2,464.00	6.65	
Service Connection Charge			
DS1	78.99	-	
DS3	125.85	-	
Per OC3	119.81	-	
Per OC12	119.81	-	
Per OC48	119.81	-	
f. DC Power Charge		See J.1.c	(T)
Per load amp, per feed		preceding	
5. Site Survey Report Fee.....	800.00		
6. Dedicated Cable Support.....	ICB		
7. Security, Escort and Additional Labor Charges			
	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>	
Labor rates			
- per visit			
per technician*	\$ 24.50	\$ 24.50	

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

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1996-T-T_____ dated 1-9-03.

NETWORK INTERCONNECTION SERVICES TARIFF
P.S.C.-W.Va.-No. 218

Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

8. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

a. Nonrecurring Charges

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

Monthly Rates

b. Monthly Rates

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

c. Other Charges

	First Half Hour Or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
(1) Escort Service Labor Rate - per visit per technician	See J.7* preceding	See J.7* preceding	(C) (C)

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

J. RATES AND CHARGES (Cont'd)

9. Microwave Collocation

a. Physical Collocation

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

b. Security, Escort, and Additional Labor Charges

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

(N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 01-1179-T-T _____ dated 9-26-01 _____.

NETWORK INTERCONNECTION SERVICES TARIFF
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Frontier West Virginia Inc.

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

10. Interconnection Between Collocated Spaces

(T)

a. Dedicated Transit Service (DTS)

Service Category	Nonrecurring Charges
(1) Service Order	
Standard Interval	
- Per order	\$ 64.24
Expedited Interval	
- Per order	80.07
(2) Manual Intervention Surcharge	
Standard Interval	
- Per order	37.32
Expedited Interval	
- Per order	46.51
(3) Service Connection CO Wiring and Provisioning	
Standard Interval	
- Per Voice Grade	134.76
- Per DS1	144.83
- Per DS3	188.81
- Dark Fiber, per pair	188.81
- Lit Fiber, per pair	ICB
Expedited Interval	
- Per Voice Grade	192.02
- Per DS1	206.74
- Per DS3	269.49
- Dark Fiber, per pair	269.49
- Lit Fiber, per pair	ICB

(D)

Issued by authority of an Order of the Public Service Commission of West Virginia
in Case No. 02-1996-T-T_____ dated 1-9-03.

CLEC COLLOCATED INTERCONNECTION SERVICE

K. Adjacent Structures

1. Service Description

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

2. Regulations

- a. The Requesting CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Telephone Company may, where required, participate in the zoning approval and permit acquisitions. The Requesting CLEC may not take any action in establishing an Adjacent Structure that will force the Telephone Company to violate any zoning requirements or any federal, state or local regulations, ordinances or laws.
- b. Any construction by the Requesting CLEC on the Telephone Company premises must comply with the Telephone Company technical specifications as they relate to environmental safety and grounding requirements as set forth in the Telephone Company technical specifications and Telecordia Technologies documentation.
- c. The Telephone Company will terminate its facilities on a Requesting CLEC provided point of termination located within the Adjacent Structure at a location designated by the Requesting CLEC. The Requesting CLEC will provide the Telephone Company with 24 X 7 direct access to the point of termination. Any protection as it relates to fire, safety, electrical, bonding, grounding and risk hazard is the responsibility of the Requesting CLEC as set forth in the Telephone Company technical specifications and Telecordia Technologies documentation. The Telephone Company reserves the right to inspect the Requesting CLEC's structure, and any non-conformances must be remedied as specified and preceding.
- d. The Telephone Company will make available to the Requesting CLEC, power and Physical Collocation support services to the Requesting CLEC in the same non-discriminatory manner as it provides to itself for the Telephone Company's own CEVs.
- e. In the event the distance limitations are exceeded for digital services, any required signal regeneration is the responsibility of the Requesting CLEC.
- f. The Requesting CLEC is responsible for obtaining the right of way from the Telephone Company under the appropriate right of way provisions from the Adjacent Structure to the Telephone Company serving central office manhole. Granting such right of way will not be withheld unreasonably.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. _____ dated _____.

CLEC COLLOCATED INTERCONNECTION SERVICE

K. ADJACENT STRUCTURES (Cont'd)

2. Regulations (Cont'd)

- e. In the event the distance limitations are exceeded for digital services, any required signal regeneration is the responsibility of the CLEC.
- f. The CLEC is responsible for obtaining the right of way from the Telephone Company under the appropriate right of way provisions from the Adjacent Structure to the Telephone company serving central office manhole. Granting such right of way will not be withheld unreasonably.
- g. The CLEC is responsible for any fines, penalties and expenses for zoning, environmental, safety, sanitation, property infringement, noise, quality of life or property violations or law suits associated with the structure and its associated power and any additional tax assessment levied on the Telephone Company as a result of the Adjacent Structure.
- h. If the CLEC vacates the Adjacent Structure, the CLEC is responsible for restoring the land to the original condition.

3. Rates and Charges

- a. All costs incurred by the Telephone Company associated with the CLEC's deployment of an adjacent structure will be recovered on an individual case basis.
- b. The CLEC is responsible for all expenses incurred by the Telephone Company at the time when they occur or any ongoing expenses that result related to zoning approval and permit acquisitions.
- c. Additional non-recurring and recurring costs to be determined on case-by-case basis.

L. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

1. Service Description

- a. CRTEE provides an arrangement in which CLEC's equipment can be placed in Telephone Company remote terminal equipment enclosures. CRTEE is available with Physical or Virtual Collocation.
- b. All terms and conditions for Physical Collocation, Virtual Collocation or CCOE, as described in Sections C., D., F., H., and I. preceding, will apply, except as set forth following.

2. CRTEE Arrangement

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

CLEC COLLOCATED INTERCONNECTION SERVICE

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

2. CRTEE Arrangement (Cont'd)

- b. A CRTEE arrangement is provided on a first-come, first-served basis, subject to availability of space and right-of-way and building owner approval, as applicable.
- c. The Telephone Company will not renegotiate leases or easements or create new Remote Terminal Equipment Enclosure (RTEE) space in order to meet CLEC demand for CRTEE.
- d. Subject to the availability of space and conduit, the CLEC will arrange for the Telephone Company to perform all work activities inside the RTEE with the following exception: For Physical Collocation arrangements, maintenance of the CLEC equipment will be performed by the CLEC. The CLEC will be accompanied by a qualified Telephone Company employee escort, subject to the charges set forth in J.8.c.(1) preceding.
- e. For DS1, DS3 and optical services, the demarcation point for a Physical CRTEE arrangement will be at a cross connect panel mounted in the CLEC's equipment bay or relay rack.
- f. For twisted pair connections, where a cross connect field is not located in the RTEE, the CLEC must provide a Telecommunications Carrier Outside Plant Interconnection Cabinet (TOPIC) on a CLEC-secured easement at or near the Telephone Company Feeder Distribution Interface (FDI) to obtain access to such cross connect field outside the RTEE. The demarcation point will be in the TOPIC cabinet. The CLEC will provide the cable between the collocated equipment in the RTEE and the TOPIC. The CLEC installation must comply with industry standards regarding fusing and grounding.
- g. The CLEC is responsible for obtaining any rights-of-way necessary to implement the provisions of this tariff.
- h. The Telephone Company will provide any cabling between the CLEC-provided demarcation point and any Telephone Company-owned cross-connect points.
- i. The CLEC is responsible for the cost of any conditioning of the remote terminal equipment enclosure such as building new conduit, additional power and HVAC. The conditioning must be allowable under an existing easement or right of way. The cost for such conditioning will be recovered in the Site Preparation Fee set forth in J.8.a. preceding.
- j. The CLEC-provided equipment must conform with the Telephone Company's technical engineering specifications and NEBS requirements.

CLEC COLLOCATED INTERCONNECTION SERVICE

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

3. Application Inquiries and Application

- a. Under the RTEE Serving Address Inquiry, the Telephone Company will make available to the CLEC, upon request, the identity of the FDI's that subtend the RTEE and a range of customer addresses served by those FDI's.
- b. Upon request, the Telephone Company will provide a Preliminary Engineering Records Review for a RTEE location identified to the Telephone Company by the CLEC. In response to the request, the Telephone Company will conduct a search of its records and identify the following information for the CLEC:
 - the type of enclosure.

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

- c. Upon request, the Telephone Company will conduct a Site Survey for Space Availability Inquiry. Pursuant to this inquiry, the Telephone Company will conduct a survey of the RTEE to determine if there is adequate space to accommodate the collocation application.
- d. The CLEC must request CRTEE arrangements through its Telephone Company Point of Contact. Completed applications for CRTEE arrangements must be sent directly to the Telephone Company project manager at the address set forth in B.3.a. preceding.
- e. Where the Serving Address, Preliminary Engineering Records Review or Site Survey for Space Availability Inquiries have been specified on the application, the CLEC will be notified of the results of these inquiries before the Telephone Company processes the rest of the application. The CLEC will be given the option of canceling the application based on the results of these inquiries.

4. Security Measures

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

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation

1. Service Description

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

2. Regulations

- a. CLEC-provided microwave facilities, transmission equipment, and antenna support structures may be located in, on, or above the exterior walls and roof of the Telephone Company's serving wire centers or inside a Collocation arrangement. To the extent that the cable length to the Collocation arrangement is greater than could be effectively provided without unacceptable signal loss or degradation, the Telephone Company will work cooperatively with the CLEC to obtain mutually agreed upon space for the provisioning of regenerators or other radio equipment within 100 feet of the CLEC's antenna. Microwave antenna support structures may be located in, on, or above the exterior walls and roof of Telephone Company serving wire centers.
- b. Except as outlined following in this section, the provision of Microwave Collocation is governed by all terms and conditions applicable to Physically-Collocated Interconnection as described in Sections B. and C. preceding.
- c. The CLEC's facilities shall not physically, electronically, or inductively interfere with the Telephone Company or other CLEC's or tenant's facilities and must comply with the Technical Specifications specified in 3. following.
- d. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate Federal, State, and/or Local regulations governing the safe levels of R.F. radiation. The "American National Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 KHz to 100 GHz" (ANSI C95.1-1982) is the minimum standard to be met by CLECs in all cases.
- e. Prior to installation of a CLEC's facilities or transmission equipment, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the particular microwave system and equipment, and when applicable, for any towers or support structures, as may be required by authorities having jurisdiction.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation

2. Regulations (Cont'd)

- f. Where the CLEC intends to modify, move, replace, or add to equipment or facilities within or about roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive prior written consent from the Telephone Company, which will not be unreasonably withheld.
- g. The CLEC shall not make any changes from the initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters, or any other technical parameters without the prior written approval of the Telephone Company.
- h. At the Telephone Company's option, the CLEC may be escorted by a qualified Telephone Company employee, subject to the charges set forth in J. preceding, if the CLEC requires access to transmitter/receiver space or cable risers and racking for maintenance purposes.
- i. The Telephone Company reserves the right to review wind or ice loadings, etc., for antennas over eighteen (18) inches in diameter or for any multiple antenna installations and to require changes necessary to insure such loadings meet generally accepted engineering criteria for radio tower structures. The Telephone Company's costs for such activities will be billed to the CLEC, subject to the charges set forth in J. preceding.
- j. The minimum height of equipment placement, such as microwave antennas, must be eight (8) feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, the CLEC or, if applicable, the Telephone Company shall have the complete structure, including guys and supports, inspected every two (2) years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC-owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. The Telephone Company will work cooperatively with the CLEC to schedule the structural analysis. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios as specified in 1.(4) following. A copy of the inspection report shall be provided to the Telephone Company within ten (10) days of the inspection. The CLEC shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety (90) days.
- k. The CLEC shall provide written notice to the Telephone Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance, or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC must also agree to take all necessary corrective action.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

2. Regulations (Cont'd)

1. Any microwave antenna supporting structure to be located in, on, or above a Telephone Company building roof or exterior wall may be provided by either the CLEC or the Telephone Company, at the Telephone Company's option.
 - (1) At the option of the Telephone Company, the antenna support structure shall be built, owned, and maintained by either the Telephone Company or by the CLEC. The Telephone Company reserves the right to use existing support structures for the option the CLEC's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a CLEC for any reason, subject to the provisions set forth following.
 - (2) It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the Federal Communications Commission's Part 32 - Uniform System of Accounts. When the CLEC is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.
 - (3) The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Collocation on a first-come first-served basis, subject to the availability of space and technical feasibility, including industry standard interference issues.
 - (4) The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for (i) any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by the user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00
 - (5) The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described in (4) above except that the owner of the structure may assess other user's a proportionate share of the inspection costs as specified in J. preceding, and the Telephone Company may assess the CLEC's Microwave Collocation monthly recurring charges for use of its roof space as specified in J. preceding.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

2. Regulations (Cont'd)

1. Cont'd)

- (6) At the time a person (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that person to obtain, at their cost and expense, an engineering analysis by a registered structural engineer, the selection of which shall be agreed upon by all users of the structure, to determine the RCR of all antennas on the structure, including the proposed antenna(s). The person proposing to attach additional antenna(s) shall provide the Telephone Company and the owner of the structure (if not the same) the revised RCRs of all users prior to attaching the proposed antenna(s) to the structure.
- (7) It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.
- (8) When the CLEC is the owner of the structure, the proposed user shall pay the owner directly the charges set forth in (4) above. When the Telephone Company is the owner of the support structure, it shall file the one-time charges set forth in (4) above and subsequent inspection charges in its tariff on an individual case basis. In the event the CLEC-owner of the support structure fails to comply with these provisions, at the Telephone Company's option, ownership of the support structure shall transfer to the Telephone Company.
- m. Where feasible, the Telephone Company will designate space on or above the exterior walls and roof of each serving wire center, which will constitute roof space.
- n. The Telephone Company will designate the space in, on, or above the exterior walls and roof of the serving wire center that will constitute the transmitter/receiver space. The Telephone Company may require the CLEC's transmitter/receiver equipment to be installed in a locked metal cabinet. The locked metal cabinet may be free-standing, wall-mounted, or relay rack-mounted. The Telephone Company may also enclose the CLEC's transmitter/receiver equipment.
- o. Upon request and where feasible, the Telephone Company will provide two points of entry to the serving wire center.
- p. When the CLEC occupies more than one Collocation arrangement, roof space, transmitter/receiver space, or cable vault location within the same serving wire center, the CLEC may interconnect its transmission equipment contained in such spaces. At these locations, the CLEC will be responsible for supplying, installing, and maintaining the cabling between the CLEC's different space locations using the Telephone Company designated supporting structures.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

2. Regulations (Cont'd)

- q. The Cable Installation and Support Structure rate set forth in J. preceding will apply.
- r. The CLEC may not provide, or make available to any third party, space within its Collocation arrangement, roof space, or transmitter/receiver space, except as provided herein.
- s. The Telephone Company reserves to itself, its successors and assigns, the right to utilize space within or on the exterior of its serving wire center(s) in such a manner that will best enable it to fulfill its own service requirements.
- t. The CLEC may not construct improvements or make alterations or repairs to the Collocation arrangement, transmitter/receiver space, or roof space without the prior written approval of the Telephone Company, which the Telephone Company will not unreasonably withhold.

3. Technical Specifications

- a. The CLEC's equipment must conform to the technical specifications set forth in (b) through (g) following.
- b. The CLEC's equipment and installation of the CLEC's equipment must comply with the Network Equipment Installation Standards Information Publication (IP-72201) and with the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171) as they relate to fire safety, health, environmental, and network safeguards. The CLEC must ensure that its equipment and installation activities do not act as a hindrance to the Telephone Company services or facilities. CLEC equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority.
- c. CLEC facilities shall be placed, maintained, relocated, or removed in accordance with the applicable requirements and specifications of the current editions of the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171), National Electric Code (NEC), the National Electrical Safety Code (NEC), Rules and Regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.
- d. All CLEC facilities must comply with Telcordia Specifications Regarding Microwave and Radio-Based Transmission and Equipment, Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421); and the Telephone Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with the Telephone Company services or facilities.

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

3. Technical Specifications (Cont'd)

- e. The equipment located in, on, or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with the Telcordia Network Equipment Building system (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE), Generic Physical Design Requirements for Telecommunications Products and Equipment (TR-NWT-000078), Power (TR-NWT-000513) and Isolated Ground Planes; Definition and Application to Telephone Central Offices (TR-NWT-000295), and the Telephone Company Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), the Telephone Company Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162) Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company services or facilities.
- f. Where a difference in specification may exist, the more stringent shall apply.
- g. The Telephone Company does not assume responsibility for the design, engineering, testing, or performance of the CLEC's equipment or facilities.
- h. The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).
- i. The CLEC, at its own cost, shall comply with all present and future laws, ordinances, rules, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order, or duty upon the Telephone Company or CLEC with respect to the serving wire center, whether or not arising out of the CLEC's use or manner of use.
- j. The CLEC will provide emergency access to its Collocation arrangement and transmitter/receiver space(s) at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable), and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. If conditions permit, notification of access will be provided, and the customer will have the option to be present at the time of access.

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

4. Rate Regulations

- a. The CLEC is subject to nonrecurring charges and/or recurring rates for use of the Telephone Company owned space and facilities and for the provisioning of CLEC provided facilities within the serving wire center. The rates and charges for Microwave Collocation are set forth in J. preceding.
- b. Recurring rates are applicable to each Microwave Collocation arrangement for the space (generally on the serving wire center roof) associated with the Telephone Company or CLEC owned antenna support structures. The rate is calculated using the Building Space rate per square foot as specified in J. preceding multiplied by the square footage of the footprint, which resultant is multiplied by the CLEC's relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of the CLEC's antennas.
 - (1) Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by the CLEC. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.
 - (2) The RCR is calculated as specified. The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for (i) any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user's proposed antenna(s) to be mounted on the percent of the total capacity of the support structure used by the user's antenna. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00.

5. Power

- a. The Telephone Company will supply the floor space, transmitter/receiver space, and 110V commercial A.C. power, heat, air-conditioning, and other environmental support, as well as work and services which support the overall operation of the serving wire center, in the same manner as it provides such support items to its own equipment within that serving wire center.
- b. The Telephone Company will not generally provide power or environmental support to the roof space. If the Telephone Company agrees in response to a specific request by the CLEC to provide power or environmental support to the roof space, the CLEC will supply all associated materials, as specified by the Telephone Company, which the Telephone Company will have installed at CLEC's cost.

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CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

5. Power (Cont'd)

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

6. Provision of Space

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

7. Provision of Service

- a. The Telephone Company will conduct a pre-construction survey for each CLEC request for a Collocation arrangement, cable space, roof space, or transmitter/receiver space for which occupancy is requested to determine the availability and viability of such spaces to accommodate the CLEC's needs and facilities. In determining the availability of space and safety considerations in the Telephone Company's serving wire center, the Telephone Company will consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.
 - (1) The Telephone Company will use reasonable efforts to notify the CLEC within twenty-three (23) business days whether or not the request can be met. If space is available, the Telephone Company will negotiate a date with the CLEC as to when construction of the roof space and transmitter/receiver space may commence.
- b. The Telephone Company shall designate all spaces to be occupied by CLEC's facilities.
- c. The Telephone Company will charge the CLEC for the design and construction work associated with Microwave Collocation as set forth in J. preceding.
- d. The Telephone Company is responsible for providing the Collocation arrangement, roof space, cable space, and transmitter/receiver space in accordance with the rates and regulations specified in this tariff.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

7. Provision of Service (Cont'd)

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

8. Request for Service

- a. The CLEC shall complete a written application for occupancy of any Collocation arrangement, cable space, roof space, or transmitter/receiver space.
- b. If the CLEC withdraws its request, the CLEC is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the CLEC.

9. Installation of CLEC Provided Facilities

- a. The CLEC will be responsible for supplying, servicing, and repairing the Waveguide cables and/or coaxial cable, which the Telephone Company will install from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to CLEC's Collocation arrangement. The CLEC is responsible to connect the Waveguide cables and/or coaxial cable to the CLEC's equipment within the Collocation arrangement and to the transmitter/receiver. In addition, the CLEC will be responsible for supplying, repairing, installing, and maintaining the following: its transmission equipment located in the Collocation arrangement; its antenna and associated equipment; and its transmitter/receiver equipment.
- b. At the option of the Telephone Company, the CLEC may also be responsible for building, owning, and maintaining the antenna tower and support structure.
- c. The CLEC will be responsible for maintaining the Waveguide cables and/or coaxial cable, which is used to connect the microwave antenna to the transmitter/receiver, up to the point where the Waveguide cables and/or coaxial cable enters the building.
- d. The CLEC will provide, install, and maintain in its Collocation arrangement any repeaters, which may be necessary as a result of the physical distance between the Collocation arrangement and the serving wire center of the Telephone Company facilities and services. The Telephone Company will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.
- e. The CLEC will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the Collocation arrangement, roof space, and transmitter/receiver space and installation of the CLEC's equipment within such spaces.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

L. Microwave Collocation (Cont'd)

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

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

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

- g. The CLEC must meet all the Telephone Company fire, safety, and housekeeping requirements.
- h. The CLEC will be responsible for accepting delivery, installation, and maintenance of its equipment.
- i. The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. The Telephone Company or a hired agent of the Telephone Company will do all building penetration. Costs for building penetration will be paid by the CLEC. Installation intervals shall be no longer than those for other Collocation installation under applicable interconnection agreements between the Telephone Company and the CLEC or applicable rules and regulations. When the Telephone Company performs building penetration, rates and charges will be filed on an individual case basis.
- j. Any CLEC's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the CLEC.
- k. The CLEC must obtain the Telephone Company's written approval of the CLEC proposed scheduling of work prior to beginning any delivery, installation, replacement, or removal work for equipment and/or facilities located within the CLEC's Collocation arrangement, roof space, or transmitter/receiver space, in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.
- l. The CLEC shall have the right to use a portion of the serving wire center and loading areas designated by the Telephone Company, if available, on a temporary basis during the CLEC's equipment installation in the Collocation arrangement, roof space, transmitter/receiver space, and other designated areas in the building. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.
- m. The CLEC is responsible for protecting the Telephone Company's equipment and serving wire center's flooring within the staging area and along the staging route.
- n. The CLEC must store equipment and materials within the Collocation arrangement when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

L. Microwave Collocation (Cont'd)

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

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

(N)

(N)

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