

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 tariff affected by the event shall be abated and, upon cessation of such event, shall resume as promptly as reasonably practicable, without liability thereafter. With respect to all events covered by and addressed in this Section, the Telephone Company will restore service to customers without regard to whether it is a Telephone Company or CLEC customer. With respect to all events covered by and addressed in this Section, the Telephone Company shall provide nondiscriminatory access from the collocation entrance to the designated physical collocation arrangement.
- b. Notwithstanding Section 2, B.1, 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.

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

Verizon Virginia Inc.

Section 2
1st Revised Page 3a
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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

- e. Collocation will be provided on a first-come, first-served basis where space and facilities exist. In such instances where two or more requests for space are received at the same time for a central office building with limited space, a lottery will be administered to determine the order of selection of applicants.
- f. In the event that the CLEC withdraws the application prior to completion, the Telephone Company will refund the pre-paid Application Fee, less the reasonable costs incurred. If a CLEC cancels or withdraws its application prior to turn-up, the CLEC is responsible for all costs and liabilities incurred by the Telephone Company in developing, establishing, or otherwise furnishing the Collocation arrangement up to the point of cancellation or withdrawal.
- g. Upon receipt of the CLEC's first Collocation Application Form, the Telephone Company will, upon request, make available to the CLEC at no cost any applicable Telephone Company-specific documentation as listed in 8. Following. The CLEC is responsible for obtaining all other documentation. (C)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. Occupancy for all space will be granted upon completion of the design and construction work as specified in 4. following, including installation of the Telephone Company cabling at the Point of Termination based on the requested cross connects identified by the CLEC in the Application for Collocation. Subject to 2. following, the standard implementation interval for Physical Collocation requests which were properly forecast six (6) months prior to the application date, will be seventy-six (76) business days, subject to the forecasting and and capacity conditions set forth herein. Major construction obstacles or special applicant requirements may extend the interval by 15 business days resulting in a 91 business day interval. (C)

The interval 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 where the necessary infrastructure is installed and available for use in accordance with the terms and conditions approved by the Carrier Working Group. Such augments are limited to the following: (N)

- 1) 800 2 wire voice grade terminations, or
- 2) 400 4 wire voice grade terminations, or
- 3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office, or
- 4) 28 DS1 terminations, or
- 5) 24 DS3 terminations, or
- 6) 12 fiber terminations, or
- 7) 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or
- 8) Conversion of 2 wire voice grade to 4 wire (minimum 100 - maximum 800)

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

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

- Day 1 - CLEC submits completed application and associated fee. (C)
- 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 as set forth in Section B.4.b. The remaining 50% will be billed by the Telephone Company upon completion.
- Day 30 - Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only).
- Day 45 - Augment (as defined herein) completed.
- Day 76 - The Telephone Company and CLEC attend methods and procedures 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. (C)

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

Verizon Virginia Inc.

Section 2
1st Revised Page 4a
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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. (Cont'd)

The 45 business day interval is subject to the following requirements: (N)

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

A preliminary schedule will be developed outlining major milestones. (C)
The CLEC and the Telephone Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Telephone Company becomes aware of the possibility of vendor delays, The Telephone Company will first contact the CLEC to attempt to negotiate a new interval. If the Telephone Company and the CLEC cannot agree, the CLEC may initiate dispute resolution processes in its interconnection agreement. The Telephone Company and CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Telephone Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The applicable labor rates in section J.4.e following will be applied for the escorted visit.

Prior to the CLEC beginning the installation of its equipment, the CLEC must sign the Telephone Company's work completion notice, indicating acceptance of the collocation space and providing the Telephone Company with a security fee, if required. Payment is due within 30 days of bill date. The CLEC may not install any equipment or facilities in the collocation space until after the receipt by the Telephone Company of the Telephone Company work completion notice and any applicable security fee. Occupancy for all spaces will be granted upon completion of the collocation space construction work. Occupancy fees shall commence upon either occupancy by the CLEC or 30 days after written notice from the Telephone Company. (C)

Material formerly found on this page now appears on First Revised Page 4b.

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Verizon Virginia Inc.

Section 2
1st Revised Page 4b
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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

h. (Cont')

Intervals for non-standard arrangements shall be mutually agreed upon (N)
by the CLEC and the Telephone Company. (N)

Raw space conversion time frames fall outside normal intervals. The (C)
Telephone Company will inform the Commission as soon as it knows it
will require raw space conversion to fulfill a request based on an
application or forecast. Raw space conversion timeframes are (C)(x)
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. (x)

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

(x) Indicates material transferred from Original Page 4.

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Verizon Virginia Inc.

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2nd Revised Page 7
Cancels 1st Revised Page 7

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

q. Removal of Obsolete Unused Equipment

- (1) If the Telephone Company refuses a request for collocation interconnection for lack of available space, upon reasonable request of a CLEC or upon the order of the State Corporation Commission, the Telephone Company will first remove obsolete unused equipment to make additional space available before seeking to reclaim space from any CLEC. (C)
- (2) Although the Telephone Company will review requests to remove obsolete unused equipment on a case-by-case basis its obligations to remove obsolete unused equipment is irrespective of any specific CLEC request. The Telephone Company shall demonstrate to the Commission that equipment is not unused or obsolete. The Telephone Company is obligated to remove obsolete unused equipment only when the premises is space constrained and space is required to meet a collocation request. The Telephone Company will make a good faith effort to remove unused obsolete equipment prior to exhausting space in the central office. (C)

2. Forecasting Data

Forecast Requests

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

Information requested will include central office, month applications 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).

- b. Unforecasted demand 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). In general, if forecasts are received less than sixty (60) calendar days prior to the application date, the interval start day may be postponed as follows:

<u>Forecast Received</u>	<u>Interval Start Date Commences</u>	
No forecast	2 months after application date	
Forecast received 1 month prior to application date	1 month after application date	(C)
Forecast received 2 months prior to application date	On the application date	(C)

(D)

Any such interval adjustments will be discussed with the CLEC at the time the application is received.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

2. Forecasting Data (Cont'd)

Forecast Requests (Cont'd)

b. (Cont'd)

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

If the Telephone Company commits to condition space based on forecasts, CLECs assigned space will give the Telephone Company a non-refundable deposit equal to the application fee.

c. Collocation Capacity

Telephone Company Capacity

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

If the Telephone Company augments its workforce based on forecasts, the CLECs will be held accountable for the accuracy of their forecasts.

Vendor Capacity

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey

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

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

- b. Verification of Space Limitations

- (1) Subject to Section B.2. preceding, within eight (8) business days after receipt of an application, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request. 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. 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 shall retain its position within the collocation application queue. The response will be one of the following: (C)

The 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 to accommodate the request. The Telephone Company will proceed as described in (2) following. The Telephone Company will notify the CLEC if space is available to accommodate a smaller collocation arrangement.
- c) There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within 20 business days. At the end of this period, the Telephone Company will proceed as described in a) or b) above.

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

b. Verification of Space Limitations (Cont'd)

- (2) When the Telephone Company determines sufficient space is not available to accommodate a Physical Collocation request at a Telephone Company central office, the Telephone Company will, within an additional ten (10) business days of denying a request, unless otherwise agreed to by the requesting CLEC, allow all interested CLECs to tour the Telephone Company central office. In all instances, the Telephone Company will provide reasonable notice to all CLECs and the Telephone Company and interested CLECs will make a good faith effort to coordinate tours of the affected Telephone Company premises. Such tours will not be restricted to the room in which space was denied but will include the entire premise. If interested CLECs do not accompany the requesting CLEC on the tour, no further tours will be provided. (C)
- (D)
- (3) If a Telephone Company premises has been deemed exempt from the physical collocation requirements of the Telecommunications Act of 1996, the Telephone Company will provide interested CLECs, upon request and issuance of reasonable notice, a tour of the premises in conjunction with the Commission exemption renewal process. Multiple tours will not be provided. The Telephone Company is not obligated to provide a tour to any CLEC after a premise has been deemed exempt by the Commission unless it is part of the Commission exemption renewal process. The Telephone Company shall notify the Commission of any material changes that may make space available at an exempt premises within thirty (30) business days of a determination that a change is likely to occur. (C)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

b. Verification of Space Limitations (Cont'd)

(4) If a 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.

(5) 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) calendar days of the date at which a central office runs out of physical collocation space.

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

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The interval for turnover of space will run from the date of payment by the CLEC of the first installment of the Space and Facility Charge as defined in B.4. 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 CLEC requests. The Telephone Company will refund the pre-paid application fee less the reasonable costs incurred.

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

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

4. Space & Facility

- a. Receipt of the completed Collocation application and appropriate application fee will determine the order of priority of CLECs' requests.
- b. At the time that the Telephone Company provides the CLEC with its proposal for the design and construction work, the CLEC must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company 50% of the total Space and Facility nonrecurring charge. The Collocation implementation schedule will begin once the 50% payment is received by the Telephone Company. If the Telephone Company does not receive the signed proposal and 50% of the total Space and Facility nonrecurring charge within 30 days of the CLEC receiving the proposal from the Telephone Company, the Telephone Company will consider the offer rejected and will cancel the application and make available the space allocated for that application to meet additional Collocation arrangement requests.
- c. The balance of the Space and Facility Charge will be billed to the CLEC at the time the Telephone Company grants occupancy of, or 30 days from, the date the Telephone Company provides access to the Collocation arrangement.
- d. Should a CLEC vacate its Collocation arrangement, the CLEC will be credited with the Space and Facility Charge (less costs) upon subsequent occupancy of the same Collocation arrangement by another CLEC or if the same Collocation arrangement is used by the Telephone Company the subsequent CLEC will be responsible for payment of the remaining unamortized amount of the Space and Facility Charge prior to occupying the Collocation arrangement.

(x) Indicates material transferred from 3rd Revised Page 10

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

e. Inspections of CLEC's Facilities

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

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

8. Installation, Engineering and Maintenance

a. Specifications

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

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

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

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

a. Specifications (Cont'd)

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

b. Entrance Facilities

(1) Entry Points

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

(2) Central Office Manhole

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

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

d. Non-Compliant Installations and Operations

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

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

e. Removals, Relocations and Rearrangements

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

f. Access Rights of the Telephone Company

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

g. Shared Building Facilities

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

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

B. REGULATIONS (Cont'd)

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

h. DC Power

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

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

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

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

B. REGULATIONS (Cont'd)

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

h. DC Power (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

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

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

B. REGULATIONS (Cont'd)

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

h. DC Power (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- iii. The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Telephone Company or require 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 3.(d)v. following.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

B. REGULATIONS (Cont'd)

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

h. DC Power (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- vi. If the CLEC disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke 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.
 - vii. With the notification required by subparagraph 8.h.(3)(c)iv., the Telephone Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of Additional Labor charges, as set forth in J.7. following, for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are described in (4) following.
- (d) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows:
- i. For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to 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.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

B. REGULATIONS (Cont'd)

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

h. DC Power (Cont'd)

(3) (Cont'd)

(d) (Cont'd)

- ii. For the second such violation 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.
 - 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 SCC, 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 PUC of the violation as describe in 3.(d)v., but no SCC 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.

(N)

CLEC COLLOCATED INTERCONNECTION SERVICE

(N)

B. REGULATIONS (Cont'd)

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

h. DC Power (Cont'd)

(3) (Cont'd)

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

- (4) Annually, each CLEC must submit a written statement signed by a responsible officer of the company, which attests that it is not exceeding the total load of power as ordered on the Collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Telephone Company in Virginia. If the CLEC fails to submit this written statement by the last day in June, the Telephone Company will notify the CLEC in writing that it has thirty (30 days) to submit its power attestation. Failure to submit the required statement within the thirty (30)-day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused.
- (5) Whenever the Telephone Company is required to perform work on a Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Telephone Company will assess a nonrecurring charge. The nonrecurring charge applies for the first half-hour (or fraction thereof) and each additional half-hour (or fraction thereof) per technician, per occurrence, as shown in J.7. following. If a CLEC orders a power reduction prior to [NEED DATE], 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.1. and J.4. 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)

CLEC COLLOCATED INTERCONNECTION SERVICE

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE)

2. SCOPE Arrangement (Cont'd)

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

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

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

3. Application, Engineering and Administration

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

4. Shared Point of Termination (SPOT) Bay

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

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

E. SECURED COLLOCATION OPEN PHYSICAL ENVIRONMENT (SCOPE)

5. Equipment Bay, Lighting and AC Convenience Outlet Installation

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

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

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

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

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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 CLEC is providing underground fiber optic cable in Entrance Manhole, it must be of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within Entrance Manhole and is responsible for the maintenance of the fiber optic cable(s).
- c. The CLEC is responsible for installing CLEC-provided fiber optic feeder cable in the Conduit Space. The Telephone Company may provide shared conduit with dedicated innerduct. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location. (C)
(C)
- d. The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned for its primary use.
- e. The CLEC is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its' fire retardant inside riser cable within-the central office cable vault or designated splicing chamber.
- f. The splice in the central office cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- g. The CLEC must tag all entrance facilities to indicate ownership.
- h. The CLEC will be accompanied by qualified Telephone Company representatives in all Manhole and Vault locations, subject to the charges set forth in J. following.

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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 CLEC, upon signing a confidentiality agreement, a Site Survey/Report as described in B.3. preceding.
- b. The CLEC must request CCOE arrangements through its Telephone Company Point of Contact, subject to the terms and conditions as described in B.3. preceding.
- c. The interval for CCOE where the Telephone Company equipment is secure will be 76 business days. Where the applicant is requesting CCOE arrangements in an area where the Telephone Company's equipment is unsecured, the interval will be 105 business days.

5. Point of Termination (POT)

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

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CLEC COLLOCATED INTERCONNECTION SERVICE

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

6. Equipment Bay, Lighting and AC Convenience Outlet Installation

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

CLEC COLLOCATED INTERCONNECTION SERVICE

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

7. Security Measures

- a. The Telephone Company will determine the appropriate level of security in each central office.
- b. The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in Verizon's Security Guidelines, which will be provided upon request.
- c. The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.
- d. The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe the CLEC employee at the CLEC's requested time of entry to the central office, at no cost to the CLEC. (C)
- e. CLECs will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. Unless (C) an emergency exists (e.g., equipment failure, service outage or environmental alarm), the 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 CLEC employee or agent to the collocation arrangement.
- f. The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be U.S. citizens where required by law or regulation.
- g. The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor(s) must prominently display valid identification badges at all times while on Telephone Company property. This badge will permit direct access to the location of the CLEC's CCOE arrangement in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are installed. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to employees that are no longer employed or engaged by the CLEC.

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CLEC COLLOCATED INTERCONNECTION SERVICE

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

7. Security Measures (Cont'd)

- h. The CLEC agrees that its employees/vendors with access to Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations.
- i. The Telephone Company will provide the CLEC with written notice of such changes.
- j. Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.
- k. The CLEC must follow the Telephone Company's security guidelines, which are published on the Telephone Company's web site. The Telephone Company may suspend a CLEC employee from the Telephone Company premises if his/her actions materially affect the safety and/or integrity of the Telephone Company network or the safety of the employees of the Telephone Company or other CLECs. Unless the CLEC employee poses an immediate threat to the Telephone Company or other CLECs, the Telephone Company will provide the CLEC with a written explanation of violations committed by the CLEC employee 4 business days prior to suspending the CLEC employee from the Telephone Company central office. The CLEC will have 2 business days to respond to the Telephone Company's notification. Any such employee may later be allowed readmission to the Telephone Company premises on mutually agreeable terms. Nothing in this section, however, restricts the Telephone Company's authority to bar the CLEC employee from Telephone Company premises for violating the Telephone Company's security guidelines.

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CLEC COLLOCATED INTERCONNECTION SERVICE

H. VIRTUAL COLLOCATION (Cont'd)

k. Training

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

l. Implementation Intervals and Planning

- (1) 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.
- (2) The implementation interval is 105 business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority based order. Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC.

(N)

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS

1. Physical Collocation

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

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

- b. The Cable Installation charge is a nonrecurring charge as set forth in J.1. following and will be assessed per cable installed.
 - c. The Cable Support Structure charge is a monthly recurring charge as set forth in J.1. and is for the cable support of entrance facilities to the collocation arrangement. These charges are assessed per cable per month.
 - d. The Power Charge is a monthly recurring charge as set forth in J.1. following and applies for the -48V DC protected power required by the CLEC equipment. The power is assessed per load amp per feed and will be based on the total power feeding the collocation arrangement. (C)
 - e. The Space and Facilities Charge as set forth in J.1. following is the nonrecurring cost of room construction for a physical collocation space which includes one AC convenience outlet and two overhead lights. The charge is based on the 100 square foot cost and adjusted by the per square foot rate pursuant to the space allocated to the CLEC. (D)
- (C)

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

1. Physical Collocation (Cont'd)

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

2. Secured Collocation Open Physical Environment (SCOPE)

- a. The Application Fees, Cable Installation, Cable Support, Power and (C)
Cross-Connect charges as specified in 1. preceding will apply to a (C)
SCOPE arrangement.
- b. The SCOPE Construction Charge as set forth in J.2 following is a (C)
nonrecurring charge that applies when equipment bays are placed in (C)
collocation space and includes AC convenience outlets to be shared by (C)
CLECs, standard aisle lighting, cable racking, high level framing and (C)
any common grounding specific to the existing room. The charge is (C)
assessed per equipment bay installed.
- c. The Building Space charge as set forth in J.2. following is associated (C)
with the footprint of the equipment bay. This monthly charge applies (C)
per equipment bay.

3. Cageless Collocation - Open Physical Environment (CCOE)

- a. The Application Fees per request as set forth in J.3 following apply to (C)
all new requests and augments to existing requests. The application (C)
fee per request must be submitted by the CLEC with its application. (C)
The fee applies per request, per central office where the CLEC requests (C)
an arrangement. This fee provides for application processing, initial (C)
site visits and engineering evaluation.

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

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

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

- b. The SPOT Bay Frame charge as set forth in J.3. following, is a nonrecurring charge for the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as specified in F. preceding.
- c. The SPOT Bay Termination charge as set forth in J.3. following, is a recurring charge for the termination strip or panel that resides in the SPOT Bay Frame. This charge applies only when the Telephone Company provides the SPOT Bay Frame as described in F. preceding. (C)
- d. The Security Access Card Charge will apply as described in F. preceding, and the charges are set forth in J.3. following.
- e. The Building Space and Conditioning rate as set forth in J.3. following, is associated with the footprint of the equipment bay. The rate is assessed per equipment bay.
- f. The DC Power rate as set forth in J.3. following.
- g. The cable installation charge as set forth in J.3. following will be applied per cable installed.
- h. The Cable Support rate as set forth in J.3 following will apply.
- i. The Cageless cross-connect rate as set forth in J.3. following, applies for the connection of the Telephone Company cable and frame terminations. (C)

(D)

4. Virtual Collocation

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

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

CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

4. Virtual Collocation (Cont'd)

- b. The Cable Installation charge is a nonrecurring charge as set forth in J.4. following and will be assessed per cable installed.
- c. The Equipment Installation and Engineering Fee is based on the type of equipment to be collocated and applies when the CLEC chooses the Telephone Company as the designated installer.
- d. The Cable Support Structure charge is a monthly recurring charge as set forth in J.4. and is for the cable support of entrance facilities to the collocation arrangement. These charges are assessed per cable per month.

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

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

7. Security, Escort and Additional Labor Charges

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

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.

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

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

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. Application of Rates

(N)

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 September 30, 2001. For all cross connects ordered after September 30, 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 September 30, 2001.

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 September 30, 2001. No later than thirty (30) 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 September 30, 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.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

I. RATE REGULATIONS (Cont'd)

9. Application of Rates (Cont'd)

(N)

The CLECs will be billed on a going forward basis the recurring charges set forth in Section J of this tariff for all cross connects (utilized or unutilized) in place after September 30, 2001, 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 September 30, 2001. Any disputes over the number of cross connects ordered or utilized shall be brought to the relevant state commission by a Joint Petition of the affected parties. The affected parties agree to ask the state commission to resolve the dispute on an expedited basis. Upon state commission resolution of the dispute, CLECs will have 30 days to return any of the disputed cross connects to the Telephone Company. The Telephone Company will have 4 months from this date to bill the CLEC.

(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES

	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
1. Physical Collocation			
a. Application Fees			
Initial, per request	\$ 5,000.00	-	
Augment, per request	2,500.00	-	(I)
Augment, cable only	1,500.00	-	(N)
Limited to one of the following:			
--400 DS0s (or 200 line share pairs)			
--28 DS1s			
--3DS3s; or			
--12 fiber			(N)
Engineering and Implementation per request			
per initial request	3,481.18	-	
Site Augmentation	1,095.88	-	
Augment, cable only	550.00	-	(N)
Limited to one of the following:			
--400 DS0s (or 200 line share pairs)			
--28 DS1s			
--3DS3s; or			
--12 fiber			(N)
b. Cable Installation & Support Structure			(C)
per cable	353.24	\$13.38	(C)
			(D)
c. DC Power per load amp, per feed.....	-	19.56	(I)
			(D)
d. Space and Facilities Charge			
per 100 square feet	32,263.92	-	
per 200 square feet	64,527.92	-	(N)
per 400 square feet	129,055.68	-	(N)
per square foot addition (reduction)	322.64	-	(I)
			(D)

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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			(T)
Voice Grade - per 100, 2 wire pairs	\$ 879.58	\$ 5.15	(I)
1.544 Mbps DS1 - per 28 DS1s	1335.66	154.98	
44.736 Mbps DS3 - per DS3	341.31	41.54	(I)
			(D)
Physical Fiber Cross Connect Terminations (Per 12 Fibers)			
OC3	2464.00	6.65	(I)
OC12	2464.00	6.65	
OC48	2464.00	6.65	(I)
Service Connection Charge			
DS1	78.99	-	(I)
DS3	125.85	-	
OC3	119.81	-	
OC12	119.81	-	
OC48	119.81	-	(I)
f. Building Space, per square foot.....	-	2.27	(I)
g. SPOT Bay Frame and Terminations.....	See J.3.b. following	See J.3.c following.	(N)
h. Security Access Card.....	See J.3.e following.	-	
			(N)

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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	(I)
b. Construction, per equipment bay.....	\$4,194.32	-	(R)
c. Cross-Connect Charges.....	See J.1.e. preceding	See J.1.e. preceding	(C)
d. Application Fees.....	See J.1.a. preceding	-	(C)
e. Cable Installation & Support Charge..	See J.1.b. preceding	See J.1.b. preceding	(C)
			(D)
f. DC Power Charge.....	-	See J.1.c. preceding	(C)
g. SPOT Bay Frame and Terminations.....	See J.3.b. following	See J.3.c. following	(N)
h. Security Access Cards.....	See J.3.e following		(N)

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

3. Cageless Collocation - Open Environment (CCOE)

	<u>Nonrecurring Charge</u>	<u>Per Month</u>	
a. Application Fees			
- Application per request	3,500.00	-	
- Application, per Augment	2,500.00	-	(N)
- Application, per Augment-cable only	1,500.00	-	
Limited to one of the following:			
--400 DS0s (or 200 line share pairs)			
--28 DS1s			
--3DS3s; or			
--12 fiber			(N)
- Engineering and Implementation - initial	1,723.16	-	(I)
- Engineering and Implementation - per Augment	1,581.71	-	(N)
- Per Augment-cable only			
Limited to one of the following:	550.00	-	
--400 DS0s (or 200 line share pairs)			
--28 DS1s			
--3DS3s; or			
--12 fiber			(N)
b. SPOT Bay Frame & Terminations*			
- Per 100 Voice Grade	498.00	-	(R)
- Per 28 DS1s	629.24	-	
- Per DS3	120.23	-	(R)
- Per 12 Fibers	253.28	-	(I)
c. SPOT Bay Termination**			
- Per 100 Pair Voice Grade	-	\$0.89	(R)
- DS1, Per 28	-	3.09	
- Per DS3	-	0.59	(R)
- Per 12 Fibers	-	2.06	(I)

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

** Rates for equipment bays containing non-standard equipment will be determined on an Individual Case Basis. (N)
(N)

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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>	
d. Building Space and Conditioning			(T)
- per bay.....	\$ 4,194.32	\$34.05	(I)
e. Security Access Cards			(T)
- per 5 cards.....	\$ 90.88	-	(I)
f. DC Power, per load amp, per feed...	-	See J.1.c. preceding	(I)
			(D)
g. Cable Installation and Support			(C)
- per cable.....	See J.1.b. preceding	See J.1.b. preceding	(C) (C)

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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	(C) (C) (D)
i. Service Connection Charge.....	See J.1.e. preceding	-	(C) (D)

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CLEC COLLOCATED INTERCONNECTION SERVICE

J. RATES AND CHARGES (Cont'd)

4. Virtual Collocation

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

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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			
Voice Grade 100 2 wire pairs	\$ 879.58	\$ 5.22	(I)
1.544 Mbps DS1 - per 28 DS1	1,335.66	154.98	(I)
			(D)
44.736 Mbps DS3 - per DS3	341.31	41.54	(I)
Fiber Optic			
Virtual Fiber Cross			
Connect (Per 12 Fibers)			(C)
OC3	2,454.00	6.65	(I)
OC12	2,454.00	6.65	
OC48	2,454.00	6.65	(I)
Service Connection Charge			
Per DS1	\$ 78.99	-	(N)
Per DS3	125.85	-	(N)
Per OC3	119.81	-	(I)
Per OC12	119.81	-	
Per OC48	119.81	-	(I)
f. DC Power Charge			
- Per load amp, per feed.....		See J.1.c preceding	(I)
5. Site Survey Report Fee.....	800.00	-	(R)
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*	(I)

* 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.

