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# **GENERAL TARIFF**

#### NETWORK INTERCONNECTION SERVICES

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II

1. Service Description

Optical Transport Interconnection Service (OTIS) II provides for the interconnection of Companyprovided facilities and services as specified below, to interconnector-provided fiber optic facilities and equipment located in those Company central offices/wire centers (collocation), listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION INC. (NECA) Tariff F.C.C. No. 4. The Company will provide interconnection to the following facilities and services:

2-wire signal grade and other than signal grade loops 4-wire signal grade and other than signal grade loops J.F.K. Airport Loops Signal grade and other than signal grade interoffice mileage Centrex Tie Line Terminals Superpath 1.5 mb/sec service including Local Distribution Channels (LDCs) and multiplexers Superpath 45 mb/sec service including LDCs and multiplexers Network Reconfiguration Service\* (N) Switched Network Access Port Service (SNAPS) Feature Groups B, C and D (See Section 6 of PSC NY No. 11--COMMUNICATIONS Tariff.) Common Channel Signaling Access (CCSA) (See Section 6 of PSC NY No. 11--COMMUNICATIONS Tariff and Section 4 of PSC NY No. 8--COMMUNICATIONS Tariff.) Enterprise Services\* (N) Switched Voice Grade Analog Link Service (SVGALS)

The collocation of interconnector-provided facilities and equipment shall also be governed by terms and conditions specified in individual agreements between the Company and each interconnector subscribing to OTIS II. (Collocation License Agreements)

This service is subject to the availability of space and facilities in each central office where interconnection is requested.

\* As of June 30, 2022, these services are not provided to new customers. Existing customers may (N) retain these services; however, changes additions, and/or rearrangements are not permitted. (N)

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

#### 2. Regulations

- a. An interconnector is a customer who provides fiber-optic facilities through Company entrance manholes for connection to interconnector equipment, as specified in Paragraph A.2.e. following, located in a central office. Such facilities will be used for the carriage of intrastate private line traffic, connection to a port or ports offered pursuant to SNAPS in Section 12 or SVGALS in Section 13 of this Tariff in the State of New York, and/or connection to Common Channel Signaling Access (CCSA) and Feature Groups B, C or D as described in PSC NY No. 11--COMMUNICATIONS Tariff and Meet Point A, Meet Point B and CCSA as described in PSC NY No. 8--COMMUNICATIONS Tariff.
- b. The Interconnector shall pay the Company at the specified time the monthly fees set forth in the corresponding Rate Attachment to this Tariff for each collocation multiplexing node. A subscriber failing to pay the charges is subject to suspension or termination of service for nonpayment, as specified in Section 1.J.9. of this Tariff. Such charges include fees for space and power requirements as delineated in the corresponding Rate Attachment and payable monthly, in advance. Late payments shall be subject to a monthly late charge if payment is not received by the due date. The late charge will be calculated based on 1.5% per month of the unpaid amount.
- c. Application
  - (1) Subject to availability of space, this service will be provided to Interconnectors on a first come, first served basis. The Company will require an application fee of \$7,500.00 per collocation request, per central office. If space is unavailable or an Interconnector withdraws its request, the application fee, less the costs incurred by the 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 \$7,500.00 application fee will determine the order of priority of the Interconnectors' requests. In those instances where space becomes a limited resource, the Company reserves the right to petition the Commission for approval of any allocation plan necessary to accommodate bona fide Interconnectors. The Company will make best efforts to notify the Interconnector within eight business days whether or not the request can be met. If space is available, the Company will provide to the Interconnector a Collocation Schedule describing the Company's ability to meet the request. The Collocation Schedule will include an estimate of the costs for Design and Construction work. Design and Construction work includes, but is not limited to, space design and preparation, the rearrangement of existing facilities, design and construction

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#### NETWORK INTERCONNECTION SERVICES

## A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

- 2. Regulations (Cont'd)
  - c. Application (Cont'd)
    - (1) (Cont'd)

of partitioned space enclosure(s), design and placement of required support structure or any other activity required to accommodate the installation of the Interconnector's facilities. Similar work required or requested by the Interconnector after the initial installation solely because of the existence of the Interconnectors' facilities shall be referred to as additional design and construction, and shall be at the Interconnector's expense. The Interconnector shall have 30 days from receipt of a company-provided Collocation Schedule to pay the first installment of (50%) of the Design and Construction Work estimate and return a signed Collocation License Agreement, in order for the Company to continue work.

At the Interconnector's option, the Company will continue design work, prior to the negotiation and execution by the Interconnector of the Collocation License Agreement, if provided with written concurrence by the Interconnector guaranteeing the Company reimbursement for costs incurred should the Interconnector withdraw the request and not execute a Collocation License Agreement with the Company. The Company will calculate cost on a fully allocated time and materials basis, for the design and construction work undertaken on behalf of the Interconnector and any vendor charges.

- (2) Fees are exclusive of New York State Excise Tax on Telecommunications and the Utility Tax imposed under Title 11, Chapter 11 of the New York City Administrative Code on Gross Income. Those taxes will be applied, where applicable. Interconnector agrees to pay or reimburse the Company for any applicable taxes that are levied based on the transactions hereunder, except for income taxes on the Company resulting from the transactions hereunder.
- (3) The Company agrees to provide the Interconnector with reasonable documentation to support billed amounts for taxes within sixty (60) calendar days of receipt of Interconnector's written request.
- (4) Billing for the fee(s), other than Design and Construction Work charges, per the Rate Schedule will commence on the occupancy date set forth in Regulation 2.I. following.
- d. The Company will permit the Interconnector to establish a "multiplexing node" at the specified Company central offices to which the interconnector constructs fiber optic interconnection cable(s).

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

- 2. <u>Regulations</u> (Cont'd)
  - e. The Interconnector's multiplexing node will be the location where the following Interconnector's equipment is located within the Company central office:
    - Optical Line Terminating Multiplexers (OLTM)
    - ° DS3-to-DS1 and DS1-to-DSO Multiplexers
    - ° 3/1 and 1/0 Digital Cross-Connect Systems (DCS)
  - f. All Interconnector equipment to be installed in Company central offices must either be on the Company's list of approved products, or equipment that complies with the Telcordia Network Equipment Building system (NEBS) Requirement: Physical Protection GR-63 and the Company central office environmental and transmission standards in effect at the time of equipment installation. Upon receipt of an Interconnector request, the Company will make available at cost any Company specific documentation required. The Company and the interconnector agree to work cooperatively to develop an equipment layout that complies with the specification requirements of equipment and to minimize space requirements.
  - g. The Company will designate the floor space within each central office which will constitute the multiplexing node. The Company may enclose the Interconnector multiplexing node in a cage or room.
  - h. The minimum size of a multiplexing node will be 100 square feet per central office. Additional space will be offered on an as needed basis where feasible. An Interconnector with a multiplexing node in a Company central office may request that space for a maximum of 200 square feet, in 100 square feet increments, be reserved in the same central office. If space is available, the Company will reserve the space for the Interconnector until such time as the Company requires the reserved space. If the Company requires the reserved space, the Interconnector must begin use of the space as a multiplexing node under the terms and conditions of its Agreement with the Company or it will lose the reserved space.
  - i. Space that is not used within a reasonable amount of time will be subject to reallocation by the Company.
  - j. In addition to the floor space, the Company will provide DC and AC power, battery and generator back-up power, heat, air conditioning and other environmental support to the Interconnector equipment in the same manner that it provides such support items to its own equipment within that central office.

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## GENERAL TARIFF

## NETWORK INTERCONNECTION SERVICES

#### A. <u>OPTICAL TRANSPORT INTERCONNECTION SERVICE II</u> (Cont'd)

- 2. <u>Regulations</u> (Cont'd)
  - k. The Company will permit the Interconnector employees, agents and contractors approved by the Company (such approval will not be unreasonably withheld) to have access to the areas where the Interconnector multiplexing node is located at all times, provided that the Interconnector employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security. The Company will also permit all approved employees, agents and contractors of Interconnectors to have access to the Interconnector's cable and associated equipment, e.g., repeaters. This will include access to riser cable, cableways, and any room or area through which necessary access is available.
  - I. The Interconnector will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office multiplexing node. Prior to beginning installation work, the Interconnector must sign the Design and Construction Completion Notice, indicating acceptance of the Design and Construction work and providing the Company with any security fee as specified in Regulation 2.z. following. The Company will render a final bill to reconcile the Design and Construction work estimate with the actual costs when those charges become known. Payment is due within 30 days of bill date. The Interconnector may not install any equipment or facilities in the multiplexing node(s) unit after the receipt by the Company of the Design and Construction Completion Notice and any applicable Security fee.
  - m. The Interconnector will be responsible for supplying, installing, and maintaining the fiber optic cable(s).
  - n. The Company will designate an intermediate frame(s) as the point(s) of termination (POT) within each central office as the point(s) of physical demarcation between the Interconnector's services and the Company's services. The Company may designate a separate POT for interconnection to SNAPS and/or to SVGALS. The Company will be responsible for all maintenance and related activities on the Company side of the POT.
  - o. The Interconnector will be responsible for providing, installing, and maintaining the connection cable -- and associated equipment which may be required, e.g., repeaters -- between the multiplexing node and the demarcation point(s).

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

# A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

- 2. Regulations (Cont'd)
  - p. The Interconnector will be responsible for any non-recurring costs incurred by the Company. Such costs will be calculated on a time and materials basis.

The fees for Design and Construction Work (Regulation 2.c.(1)) shall be paid by the Interconnector in accordance with the following milestones:

. ....

Payment	Milestone/Event
FIRST INSTALLMENT: (50% of total estimate)	First Installment will be paid prior to commencement of Design and Construction Work
FINAL BILL: (Reconciliation of Fees)	Final Bill will be rendered based upon actual costs and charges and is payable within 30 days of bill date, but no sooner than the Company's completion of Design and Construction Work.

The Interconnector shall reimburse the Company for all reasonable repair or restoration costs incurred by the Company associated with damage or destruction caused by the Interconnector's personnel, the Interconnector's agents or the Interconnector's suppliers/contractors or visitors.

- q. The Interconnector will also be responsible for notifying the Company of significant outages which could impact or degrade the Company's switches and services, and provide estimated clearing time for restoral.
- r. The Company retains the right to maintain assignment control to the point of termination.
- s. The Interconnector is responsible for coordinating with the Company to ensure that services are installed in accordance with the service request.
- t. The Interconnector is responsible for testing, if necessary, with the Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to an Interconnector provided service.
- u. The Interconnector is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.

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# GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

## A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

- 2. Regulations (Cont'd)
  - v. The Interconnector is responsible for providing trouble report status when requested.
  - w. The Interconnector will be responsible for providing the current service address for all customers of the Interconnector for the purpose of the provisions of emergency service.
  - x. Charges applicable to each multiplexing node will be identified in the Collocation License Agreement between the Company and the Interconnector subscribing to OTIS II. Such charges will include, among other things, reasonable charges for the collocated space. All associated occupancy fees for use of central office space are listed in the corresponding Rate Attachment.
  - y. Insurance
    - (1) The Interconnector shall, at its sole cost and expense procure, maintain, pay for and keep in force insurance as specified in Regulations A.2.y.(2) through (5)e., following and underwritten by insurance companies licensed to do business in State of New York having a BEST Insurance rating of a least AA-12. The Company shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified in Regulations A.2.y.(2) and (3) following. The Company shall be named as LOSS PAYEE (AS ITS INTEREST MAY APPEAR) on all applicable policies specified in Regulation A.y.(4) following.
    - (2) Comprehensive general liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$2 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
    - (3) Umbrella/Excess Liability coverage in an amount of \$5 million excess of coverage specified in Regulation A.2.y. (2) above.
    - (4) All Risk Property coverage on a full replacement cost basis insuring all of the Interconnector's real and personal property situated on or within Company locations. The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.

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# GENERAL TARIFF

## NETWORK INTERCONNECTION SERVICES

- A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)
  - 2. <u>Regulations</u> (Cont'd)
    - y. Insurance (Cont'd)
      - (5) (a) Statutory Workers Compensation coverage(b) and Employers Liability coverage in an amount of \$2 million.
      - (6) The limits set forth in Regulations A.2.y. (2) and (3) above may be increased by the Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Company buildings.
      - (7) All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Company.
      - (8) All insurance must be in effect on or before the occupancy date and shall remain in force as long as the Interconnector's facilities remain within any spaces governed by the Agreement. If the Interconnector fails to maintain the coverage, the Company may pay the premiums thereon and seek reimbursement of same from the Interconnector.
      - (9) The Interconnector shall submit certificates of insurance and copies of policies reflecting the coverages specified in Regulations A.2.y. (2), (3), (4) and (5) above prior to the commencement of the work called for in the Agreement. The Interconnector shall arrange for the Company to receive thirty (30) days advance notice of cancellation from the Interconnector's insurance company.
      - (10)The Interconnector must also conform to the recommendation(s) made by the Company's Fire Insurance Company which the Company has already agreed to or to such recommendations it shall hereafter agree to.
      - (11)Failure to comply with the provisions of Regulation 2.z. following may result in termination of service under this Tariff.
    - z. Security
      - (1) The Interconnector shall furnish at or prior to the occupancy date a bond or other satisfactory evidence of financial security in an amount specified in the Agreement to guarantee the payment of any sums which may become due to the Company for occupancy fees due therein and any other charges for work performed for the Interconnector, by the Company, including the removal of the Interconnector's facilities upon termination of the Agreement. Termination of the Agreement shall not release the Interconnector from any liability obligation under the Agreement. No security fee shall be required, however, if the Interconnector meets credit standards.

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#### GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

- 2. Regulations (Cont'd)
  - z. <u>Security</u> (Cont'd)
    - (2) The Interconnector shall furnish a cash deposit, bond, irrevocable Letter of Credit or other security satisfactory to the Company in the following amounts: security in the amount of six months of occupancy fees as per each Collocation Schedule found in each Agreement. If spaces are added or deleted at any time, the Security Fee will be adjusted accordingly.
    - (3) If the financial security is in the form of a bond or irrevocable Letter of Credit, such instrument shall be issued by a surety company or bank satisfactory to the Company. The instrument shall contain a provision that the surety company or bank will pay the Company within the dollar limits of the instrument any sum demanded by the Company as due under the Agreement, whether or not the Interconnector contests its liability to pay such sum, and whether or not the Company whether or the Company may terminate provision of collocation. If any such amounts are paid by the surety company or bank, the Interconnector shall restore the Surety Bond or Letter of Credit to the full amount required within thirty (30) days after notice of such payment is sent to the Interconnector.
    - (4) If the security is in the form of a cash deposit, it shall be placed in a money market type interest bearing account. Interest earned shall be credited to the Interconnector's cash deposit, except that the Company will retain one (1%) percent interest on such deposit as an administrative expense.
    - (5) If the Interconnector fails to pay any sum demanded by the Company as due under the provisions of this Tariff, the Company shall have the right, without prior notice to the Interconnector, to apply any or all amounts on deposit with it to payment of the sum due, whether or not the Interconnector contests its liability to pay such sum, and whether or not the Company may terminate the provision of collocation. If any such amounts are applied to payment of sums due to the Company, the Interconnector shall restore to its deposit the amounts so applied within thirty (30) days after notice to the Interconnector of such application.
    - (6) The amount of the bond or the financial security shall not operate as a limitation upon the obligations or the Interconnector.

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# GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

## A. OPTICAL TRANSPORT INTERCONNECTION SERVICE II (Cont'd)

2. Regulations (Cont'd)

#### aa. Liability and Indemnification

- (1) The Company reserves to itself, its successors and assigns, the right to utilize the space within its Central Office(s) in such a manner as will best enable it to fulfill its own service requirements. The Company shall be liable to the Interconnector only for and to the extent of any physical damage caused by the negligence of the Company's agents or employees to the Interconnector's facilities or equipment occupying the Company's Central Office. The Company shall not be liable to the Interconnector or customers of the Interconnector for any interruption of the Interconnector's service or for interference with the operation of the Interconnector's facilities arising in any manner out of the Interconnector's use of space in the Company's Central office(s), unless caused by the Company's misconduct.
- (2) Except as provided in Regulation 2.aa.(1) above, the Interconnector shall indemnify, defend and save harmless the Company, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all losses, claims, costs, demands, damages, expenses, causes of action, and liability (including reasonable attorneys' fees and payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits) whether suffered, made, instituted, or asserted by any other party or person relating to or arising out of, either directly or indirectly, the installation, operation, maintenance, repair, replacement, use or removal of the Interconnector's equipment of facilities occupying space in the Company's Central Office(s); provided, however, that such indemnification, defense and save harmless obligation is expressly conditioned on the following: (1) the Interconnector's obligations shall not apply to circumstances resulting from the acts or omissions of any third party not under the Interconnector's control, direction or supervision, or from any the Company's agents', servants, or employees', gross negligence or willful misconduct; (2) that the Interconnector shall be notified in writing promptly of any such claim or demand; provided that failure to promptly notify the Interconnector shall not relieve the Interconnector of its indemnification obligation unless, and then only to the extent, the Interconnector is materially prejudiced by such failure; (3) that the Interconnector shall have primary control of the defense of any action or such claim or demand and of all negotiations for its settlement or compromise, however, in the event that the Company in its reasonable judgment determines that its interests are not being reasonably protected in any such action or claim, the Company may actively participate in the defense: and, that (4) shall cooperate with the Interconnector in a reasonable way to facilitate the settlement or defense of such claim or demand. The provisions of this Regulation shall survive termination, cancellation, modification or rescission of service.

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# GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

# A. <u>OPTICAL TRANSPORT INTERCONNECTION SERVICE II</u> (Cont'd)

# 2. <u>Regulations</u> (Cont'd)

# aa. Liability and Indemnification (Cont'd)

- (3) The Interconnector shall indemnify, defend, and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to reasonable 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 Interconnector, and/or acts by the Interconnector, its employees, agents, or contractors.
- (4) In no event shall the Company or any its directors, officers or employees or agents be liable for any loss of profit or revenue by the Interconnector or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Interconnector, even if the Company has been advised of the possibility of such loss or damage.
- (5) The Interconnector represents, warrants and covenants that it shall not cause or permit any other party under its control, direction or supervision to cause any environmental conditions in, at or affecting the Central Office which violate any Federal, state or local law, ordinance, rule or regulation. The Interconnector shall indemnify, defend, and hold harmless the Company and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees, resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission of service.
- bb. Interconnectors may use 2-wire-other than signal grade loops connected to other than signal grade interoffice mileage to extend a loop from the Company's normal serving wire center to the POT Bay at the interconnector's collocation multiplexing node in another Company central office in the same LATA as specified in Part B of the Product Guide.
- 3. Rates and Charges

For Rates and Charges, see Section 14.6 of this Tariff.

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#### GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### B. MICROWAVE TRANSPORT INTERCONNECTION SERVICE

1. Service Description

Microwave Transport Interconnection Service (MTIS) provides for the interconnection of Company-provided facilities and services as specified below, to interconnector-provided facilities, equipment and support structures located in, on or above the exterior walls and roof of those Company central offices/wire centers (collocation), listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION INC. (NECA) Tariff F.C.C. No. 4.

The Company will provide interconnection to the following facilities and services:

2-wire signal grade and other than signal grade loops 4-wire signal grade and other than signal grade loops D.F.K. Airport Loops Signal grade and other than signal grade interoffice mileage **Centrex Tie Line Terminals** Superpath 1.5 mb/sec service including Local Distribution Channels (LDCs) and multiplexers Superpath 45 mb/sec service including LDCs and multiplexers Network Reconfiguration Service\* (N) Switched Network Access Port Service (SNAPS) Feature Groups B, C and D (See Section 6 of PSC NY No. 11--COMMUNICATIONS Tariff.) Common Channel Signaling Access (CCSA) (See Section 6 of the PSC NY No. 11--COMMUNICATIONS Tariff) **Enterprise Services\*** (N) Switched Voice Grade Analog Link Service (SVGALS)

The collocation of interconnector-provided facilities and equipment shall also be governed by terms and conditions specified in individual agreements between the Company and each interconnector subscribing to MTIS. The service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested.

\* As of June 30, 2022, these services are not provided to new customers. Existing customers may (N) retain these services; however, changes additions, and/or rearrangements are not permitted. (N)

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### B. MICROWAVE TRANSPORT INTERCONNECTION SERVICE (Cont'd)

#### 2. Regulations

- (a) An interconnector is a customer who provides terrestrial point to point microwave facilities and equipment in, on or above the exterior walls and roof of a Company building for connection to the interconnector equipment, as specified in Paragraph B.2.(d). following, located in a central office. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. Such facilities will be used for the carriage of intrastate private line traffic connection to a port or ports offered pursuant to SNAPS in Section 12 or SVGALS in Section 13 of this Tariff in the State of New York, and/or connection to CCSA and Feature Groups B, C or D as described in PSC NY No. 11--COMMUNICATIONS Tariff. All microwave antennas must be physically interconnected to Company facilities through the multiplexing node.
- (b) Subject to availability of space, this service will be provided to interconnectors on a first come, first served basis. The Company will require an application fee of \$10,000.00 per collocation request, per central office. The first \$2,500.00 of this \$10,000.00 application fee is non-refundable and will be used to cover Company costs associated with the Microwave Site Survey and Analysis. If space is unavailable or the interconnector withdraws its request, the remainder of the application fee, less the costs incurred by the 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 \$10,000.00 application fee will determine the order of priority of interconnector's requests. In those instances where space becomes a limited resource, the Company reserves the right to petition the Commission for approval of any allocation plan necessary to accommodate bona fide interconnectors.
- (c) The Company will permit the interconnector to establish a "multiplexing node" at the specified Company central offices where the interconnector installs microwave antenna facilities on the exterior of the building pursuant to this tariff.

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### B. <u>MICROWAVE TRANSPORT INTERCONNECTION SERVICE</u> (Cont'd)

- 2. <u>Regulations</u> (Cont'd)
  - (d) The interconnector's multiplexing node will be the location where the following interconnector's equipment is located within the Company central office:
    - ° DS3-to-DS1 and DS1-to-DS0 Multiplexers
    - ° 3/1 and 1/I Digital Cross-Connect Systems (DCS)
    - ° Microwave Modem Controllers
    - <sup>o</sup> Optical Line Terminating Multiplexers (OLTM)

In addition to the above, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Company.

- (e) All interconnector's equipment to be installed in or on the exterior of the Company central offices must either be on the Company's list of approved products, or equipment that complies with the Telcordia Network Equipment Building system (NEBS) Requirement: Physical Protection GR-63 specifications regarding microwave transmission and equipment, and the Company central office environmental, transmission, and electrical grounding standards in effect at the time of equipment installation. All interconnector's microwave equipment and facilities must also comply with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority. The interconnector is responsible for obtaining all necessary permits, approvals and/or variances for the installation of microwave equipment, towers or support structures, as may be required by authorities having jurisdiction.
- (f) Subject to the availability of space, the Company will designate space on or above the exterior walls and roof of each central office which will constitute roof space.
- (g) The Company will designate the space in, on or above the exterior walls and roof of the central office which will constitute the transmitter/receiver space. The Company may require interconnector's transmitter/receiver equipment to be installed in a locked cabinet on a Company provided relay rack. The Company may enclose the interconnector's transmitter/receiver equipment in a cage or room.
- (h) The Company will designate the floor space within each central office which will constitute the multiplexing node(s). The Company may enclose the interconnector's multiplexing node in a cage or room.

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### B. <u>MICROWAVE TRANSPORT INTERCONNECTION SERVICE</u> (Cont'd)

- 2. <u>Regulations</u> (Cont'd)
  - (i) The minimum size of a multiplexing node will be 100 square feet per central office. Additional space will be offered on an as needed basis where feasible. An interconnector with a multiplexing node in a Company central office may request that space for a maximum of 200 square feet, in 100 square feet increments, be reserved in the same central office. If space is available, the Company will reserve the space for the interconnector until such time as the Company requires the reserved space. If the Company requires the reserved space, the interconnector must begin use of the space as a multiplexing node under the terms and conditions of its agreement with the Company or it will lose the reserved space.
  - (j) Space that is not used within a reasonable amount of time will be subject to reallocation by the Company.
  - (k) In addition to the floor space and roof space, the Company will provide DC and AC power, battery and generator back-up power, heat, air conditioning and other environmental support to the interconnector's equipment in the same manner that it provides such support items to its own equipment within that central office. In the event special work must be done by the Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the interconnector will bear the full cost of this work.
  - (I) The Company will permit the interconnector's employees, agents and contractors approved by the Company (such approval will not be unreasonably withheld) to have access to the areas where the interconnector's multiplexing node is located at all times, provided that the interconnector's employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security.
  - (m) The Company will also permit all approved employees, agents and contractors of interconnectors to have access to the interconnector's microwave antenna and associated equipment e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable, provided that the interconnector's employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security. This will include access to riser cable, cableways, and any room or area through which necessary access is available.
  - (n) The interconnector will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office multiplexing node.

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

#### B. <u>MICROWAVE TRANSPORT INTERCONNECTION SERVICE</u> (Cont'd)

- 2. <u>Regulations</u> (Cont'd)
  - (o) The interconnector will be responsible for providing, installing, maintaining, repairing and servicing its waveguide and/or coaxial cable, the microwave antenna and associated tower, support structure and equipment, and the transmitter/receiver equipment.
  - (p). The Company will designate an intermediate frame(s) as the point(s) of termination (POT) within each central office as the point(s) of physical demarcation between the interconnector's services and the Company's services. The Company may designate a separate POT for interconnection to SNAPS and/or SVGALS. The Company will be responsible for all maintenance and related activities on the Company side of the POT.
  - (q) The interconnector will be responsible for providing, installing, and maintaining the connection cable -- and associated equipment which may be required, e.g. repeaters -between the multiplexing node and the demarcation point(s).
  - (r) The interconnector will be responsible for any non-recurring costs incurred by the Company. Such costs will be calculated on a time and materials basis.
  - (s) All additional charges applicable to interconnectors will be identified in the agreement between the Company and each interconnector subscribing to MTIS. Such charges will include, among other things, reasonable charges for the collocated space. All associated occupancy fees for use of central office space are listed in the corresponding Rate Attachment to Section 14.6 of this Tariff.
  - (t) A subscriber failing to pay the charges under the agreement is subject to suspension or termination of service for nonpayment, as specified in Section 1.J.9 of this tariff.
  - (u) The interconnector will be responsible for notifying the Company of significant outages which could impact or degradate the Company's switches and service, and provide estimated clearing time for restoral.
  - (v) The Company retains the right to maintain assignment control to the point of termination.
  - (w) The interconnector is responsible for coordinating with the Company to ensure that services are installed in accordance with the service request.

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## GENERAL TARIFF

#### NETWORK INTERCONNECTION SERVICES

# B. <u>MICROWAVE TRANSPORT INTERCONNECTION SERVICE</u> (Cont'd)

- 2. <u>Regulations</u> (Cont'd)
  - (x) The interconnector is responsible for testing, if necessary, with the Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to an interconnector provided service.
  - (y) The interconnector is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.
  - (z) The interconnector is responsible for providing trouble report status when requested.
  - (aa)The interconnector will be responsible for providing the current service address for all customers of the interconnector for the purpose of the provisions of emergency service.
  - (bb)Interconnectors may use 2-wire-other than signal grade loops connected to other than signal grade interoffice mileage to extend a loop from the Company's normal serving wire center to the POT Bay at the interconnector's collocation multiplexing node in another Company central office in the same LATA as specified in Part B, Section 5 of the Product Guide.

#### 3. Rates and Charges

For Rates and Charges, see Section 14.6 of this Tariff.