





## **ATTACHMENT 9**

### **TARIFF FILINGS FOR NON-RECURRING CHARGE AUGMENTATION FEE**

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External Affairs

October 6, 1995

Transmittal No. 826

William F. Caton  
Acting Secretary  
Federal Communications Commission  
Washington, D.C. 20554

Attention: Common Carrier Bureau

The accompanying tariff material, issued by the Bell Atlantic Telephone Companies and bearing Tariff F.C.C. No. 1, Access Service, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This material filed on forty five days' notice is scheduled to become effective on November 20, 1995. This filing consists of tariff pages as indicated on the following check sheets:

<u>Tariff F.C.C. No.</u>	<u>Check Sheet Revision No.</u>
1	780th Revised Page 1 71st Revised Page 1.12 32nd Revised Page 1.13

With this filing, Bell Atlantic is submitting revised tariff pages and necessary support documentation to provide certain changes to the Collocated Interconnection Service in its Tariff F.C.C. No. 1. Specifically, Bell Atlantic is expanding the equipment installation and engineering charges to include equipment-specific installation, engineering and augmentation charges, combining the cross-connect and connection service rate elements into one, introducing short-term DS3 cross-connects, combining the switched and special fresh look notification periods and further clarifying existing tariff language.

Support information as specified in Section 61.49 of the Commission's Rules is included with this filing.

An amount of \$565.00 has been electronically transmitted to the Mellon Bank in Pittsburgh, Pennsylvania in accordance with the fee program procedures.

Acknowledgment and date of receipt of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

All correspondence and inquiries in connection with this filing should be forwarded to Patricia Koch, Assistant Vice President, External Relations and New Business Issues at 1133 20th Street, N.W., 8th Floor, Washington, DC 20036.

Michael R. McCullough (g)

Attachments to the Original:

Duplicate Letter  
Payment Fee  
F.C.C. Form 159

Attachments to the Copies:

Duplicate Letter  
Tariff Pages  
Support Documentation

ACCESS SERVICE CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 980 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 148, 149, 150, 151, 152, 153, 154, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, and 172 contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title 1	3rd	16	5th	43.1	Original
Title 2	2nd	17	7th	44	5th
1	780th*	18	13th	45	2nd
1.1	174th	18.1	Original	46	Original
1.2	137th	19	9th	47	3rd
1.2.1	27th	20	15th	47.1	2nd
1.3	203rd	20.1	5th	47.2	2nd
1.4	122nd	20.2	4th	48	2nd
1.4.1	15th	20.3	4th	49	1st
1.5	122nd	21	2nd	50	1st
1.6	72nd	22	Original	51	9th
1.7	43rd	23	1st	51.1	Original
1.8	165th	24	7th	52	6th
1.9	71st	25	Original	53	16th
1.10	46th	26	Original	53.1	4th
1.11	21st	27	2nd	53.2	1st
1.12	71st*	28	2nd	53.3	Original
1.13	32nd*	28.1	Original	54	4th
2	Original	29	2nd	55	Original
3	4th	30	Original	56	3rd
4	8th	31	Original	56.1	7th
5	10th	32	Original	57	16th
6	8th	33	Original	57.1	5th
6.1	6th	34	Original	58	13th
6.2	2nd	35	9th	59	9th
7	11th	35.1	2nd	60	12th
8	10th	36	3rd	61	7th
9	10th	37	7th	62	7th
10	18th	38	1st	62.1	5th
11	18th	39	8th	63	7th
12	3rd	39.1	9th	64	Original
13	2nd	40	3rd	65	4th
14	4th	41	8th	66	2nd
15	2nd	41.1	2nd	67	7th
15.1	4th	42	6th	67.1	2nd
15.2	1st	43	2nd	68	2nd
				69	6th

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\*New or Revised Pages

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ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
889	5th	903.16	Original	918.1	5th
889.1	Original	903.17	1st	918.2	6th
890	4th	903.18	Original	918.3	7th
890.1	2nd	903.19	Original	918.4	5th
890.2	3rd	903.20	1st	918.5	5th
890.3	2nd	903.21	Original	918.6	12th
890.4	15th	903.22	1st	918.7	8th
890.5	4th	903.23	Original	918.7.1	2nd
890.6	3rd	903.24	Original	918.8	8th
890.7	1st	903.25	Original	918.9	7th
890.8	Original	903.26	Original	918.9.1	3rd
890.9	Original	903.27	Original	918.9.2	Original
890.10	Original	903.28	1st	918.9.3	Original
890.11	1st	903.29	1st	918.9.4	Original
890.12	Original	904	2nd	918.10	10th
890.13	Original	904.1	2nd	918.11	3rd
891	Original	904.2	1st	918.12	3rd
892	Original	905	6th	918.13	3rd
893	Original	906	5th	918.14	3rd
894	Original	907	3rd	918.15	3rd
895	Original	908	7th	918.16	4th
896	Original	908.1	6th	918.17	2nd
897	Original	909	8th	918.18	1st
898	1st	909.1	2nd	918.19	1st
899	Original	910	3rd	919	1st
900	Original	911	5th	920	Original
901	Original	911.1	4th	921	Original
902	Original	911.2	2nd	922	15th
903	Original	911.3	3rd	923	13th
903.1	1st	912	8th	943	8th*
903.2	3rd	912.1	3rd	944	10th*
903.3	3rd	913	6th	945	5th*
903.4	Original	914	6th	946	6th*
903.5	Original	915	7th	947	8th*
903.6	1st	916	12th	948	7th*
903.7	1st	916.1	10th	949	6th*
903.8	Original	916.2	10th	950	5th*
903.9	Original	916.3	7th	951	6th*
903.10	Original	916.4	3rd	952	6th*
903.11	Original	917	7th	953	6th*
903.12	1st	917.1	11th	954	4th*
903.13	1st	917.2	7th	955	4th*
903.14	Original	917.3	2nd	955.1	2nd*
903.15	Original	918	9th		

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ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
956	4th*				
957	5th*				
958	4th*				
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959.1	2nd*				
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962	4th*				
963	4th*				
964	6th*				
965	10th*				
966	9th*				
967	10th*				
968	9th*				
969	9th*				
969.1	9th*				
970	13th*				
970.1	4th*				
971	12th*				
971.1	6th*				
971.2	6th*				
972	4th*				
973	8th*				
974	5th*				
975	6th*				
976	6th*				
977	6th*				
977.1	8th*				
978	4th*				
979	11th*				
980	4th*				

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ACCESS SERVICE

19. Collocated Interconnection Service

19.1 General

This Section contains regulations, terms and conditions for Collocated Interconnection Service, hereafter referred to as "Collocated Interconnection" or "Collocation," and associated Switched Transport and Special Access services provided by the Company to the Customer, hereafter referred to as "Collocator." This Section does not apply to any other service offered by the Company. (C)  
(C)  
(C)

The Telephone Company will only offer Collocated Interconnection on a virtual basis. (N)  
(N)

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

All terms and conditions within this Section apply to each customer purchasing Collocated Interconnection unless otherwise specified in Section 19.7 following.

Regulations, terms and conditions as specified in this Section of the tariff apply only to the Company's offering of Collocated Interconnection and associated Switched Transport and Special Access services provided to the Customer. The regulations, terms, and conditions do not apply to any Customer offering of services to its Subscribers.

The provision of Collocated Interconnection by the Company as set forth in this Section does not constitute a joint undertaking with the Customer for the furnishing of the customer's services.

Collocated Interconnection is subject to General Regulations as put forth in Section 2 of this tariff unless otherwise stated herein.

Collocated Interconnection is available in all Telephone Company central offices where facilities exist. (C)

Requests for Collocated Interconnection at remote offices will be accepted when the necessary space and technical capabilities exist.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.2 Service Description

Collocated Interconnection provides for central office interconnection of Telephone Company-provided interstate Switched Transport and Special Access services and facilities as specified below to Collocator-provided fiber optic facilities.

The Telephone Company will provide interconnection to the following interstate services:

- Special Access Telegraph Grade, DDS Service, and multiplexing functionality
- Voice Grade Service and multiplexing functionality
- 1.544 Mbps DSL Service and multiplexing functionality
- 44.736 Mbps DS3 Service and multiplexing functionality
- Short Term DS3

(N)

Collocated Interconnection is available for microwave collocation where feasible on an individually negotiated basis.

(C)

Short-Term DS3 Service

(N)

Short-Term DS3 cross connect is provided for customers who require a DS3 Service for a short duration of 30 days or less, such as for a convention, trade show, or demonstration.

In order to qualify as a Short-Term DS3 Service, the connect and disconnect orders must be placed by the customer at the same time, and the disconnect date must be no more than 30 calendar days after the connect date. One renewal of 30 days or less is available provided the request is received prior to the disconnect date of the initial period. Extensions of the disconnect date beyond this 60-day period will not be permitted.

Short-Term DS3 Service is provided where facilities permit and is subject to a full month's billing for each 30-day period regardless of time in service. In addition, special construction charges for nonreusable equipment or additional labor costs apply. The nonrecurring charges which will be applied to Short-Term DS3 cross connects are the same as for Short-Term DS3 channel terminations as specified in Section 7.5.9 preceding.

(N)

19.2.1 Minimum Periods

(C)

The minimum service periods for Switched and Special Access Collocated Interconnection facilities are as follows:

DS3: 12 months

All other Switched and Special Collocated Interconnection Access Services are provided for a minimum period of one month.

When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (1) For Switched and Special Access facilities, the charge for a month or fraction thereof is 100% of the applicable monthly rates for the service as set forth in 19.5.

The Minimum Period Charge is in addition to all applicable nonrecurring charges for the service.

(C)

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations

- (A) Collocator must provide to Telephone Company the Design and Planning Fee, as specified in Section 19.5 following, along with a completed Collocation Application Form for each central office Collocated Interconnection arrangement requested. Collocators requesting unique interconnection arrangements will be billed a negotiated Design and Planning Fee (based on design and planning costs incurred due to their unique collocation request) following the submission of a completed Collocation Application Form and the completion of any necessary initial negotiations. (C)
- (B) The Telephone Company will process applications for Collocation on a first-come, first-served basis as determined through the receipt of a completed Collocation Application Form and applicable Design and Planning Fee in accordance with the provisions of Telephone Company Tariff.
- (C) In the event that Collocator withdraws the request prior to completion, the Telephone Company will refund the pre-paid Design and Planning Fee, less the reasonable costs incurred. No work or design and planning will commence until after the Collocator has provided to the Telephone Company the applicable Design and Planning Fee as specified in Section 19.5 following.
- (D) Upon receipt of Collocator's first Collocation Application Form, the Telephone Company will upon request, make available to Collocator at cost any applicable Bellcore or Telephone Company-specific documentation as listed in 19.3.2 following. Collocator is responsible for obtaining all other applications listed in 19.3.2 following.
- (E) 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 eminent authority having such power. Telephone Company shall notify Collocator of such termination and identify the schedule by which Collocator must proceed to have collocated equipment or property removed from the Central Office, and Cable Space(s) and associated Cable Support Structure. Collocator shall have no claim against Telephone Company for: (1) any relocation expenses (unless 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 Periods that results from a termination by Telephone Company under this provision, 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 Collocator from making its own claim against the eminent authority ordering the taking of the central office premises. (C)

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

- (F) Collocator may terminate Collocated Interconnection arrangements, or any portion thereof, and any other arrangements described in Section 19.7 following, by giving 90 days' prior written notice to Telephone Company. Collocator is responsible for the costs of such full or partial termination. If a customer disconnects prior to the minimum service period for existing services, termination liability as described in Section 19.2.1 will be assessed. (T) (M)  
(S)
- (G) Collocated Interconnection arrangements will automatically terminate if the central office in which the arrangement is located is closed, decommissioned or sold and is no longer used as a Telephone Company central office. At least ninety (90) days' notice will be given to the Collocator of events which may lead to the automatic termination of any such arrangement pursuant to this tariff. (S)  
(C)
- (H) The regulations for Shared Use Analog and Digital High Capacity Services, as specified in Section 7.4.8 preceding, are not applicable for the services provided under Collocated Interconnection. (T)  
(C)
- (I) When special construction of network facilities is required for the provision of Collocated Interconnection, the regulations for special construction are as set forth in the applicable Special Construction Tariff, however, the applicable rates and charges may be filed in Section 19.7 following, of this tariff, instead of the Special Construction tariff. (T)  
(S)
- (J) Collocators will be prohibited from directly or indirectly interconnecting within the central office one individual Collocator's facilities to another. Collocated Interconnection provides interconnection to Telephone Company facilities and services and is available for Collocator-provided facilities to connect only to Telephone Company facilities and services. (S)  
(C)  
(C)
- (K) The Regulations described herein are in addition to other terms and conditions specified in this tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all application forms, applicable charges, required permits, maintenance equipment, and the completion of any necessary training. (T)  
(C)  
(C) (M)

Material appearing on this page formerly appeared on Page 947.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning

- (A) Telephone Company shall designate all spaces to be occupied by Collocator's designated facilities.
- (B) In the event Telephone Company determines that Telephone Company's or any other entity's cable facilities in the Cable Support Structure or Telephone Company's Central Office Equipment needs rearrangement to accommodate the Collocator's designated facilities, Telephone Company will include these costs either in the Special Construction Tariff or in Section 19.7 following depending on the nature of the work involved.
- (C) Collocator agrees to meet with Telephone Company, if requested by Telephone Company, to review design, work plans, and schedules for the Central Office and installation of Collocator's designated equipment within the Central Office.

(M)(C)

(M)(C)

Material now appearing on this page formerly appeared on Page 948.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 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, and any other governing authority having jurisdiction. All Collocated entrance facilities and splices must comply with Bellcore 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 Collocator's designated equipment located within the Telephone Company Central Office must comply with the most recent issue, unless otherwise specified, of Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements (TR-NWT-000063). This equipment must also comply with the most current issue, unless otherwise specified, of Telephone Company's Installation Supplier Standards (Bell Atlantic Information Publication IP 72200) and Telephone Company's Central Office Engineering Standards (Bell Atlantic Information Publication IP 72013). (C)(M)

Where a difference in specification may exist, the more stringent shall apply. Collocator's designated facilities shall not electronically or inductively interfere with Telephone Company's, other Collocator's designated facilities, tenant's or any other party's facilities. If such interference occurs, Telephone Company may take action as permitted under Section 2 preceding. (C)

- (2) 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, Telephone Company will at its discretion furnish to Collocator written material which will specify and explain the required construction. (M)

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Installation, Engineering, and Maintenance (Cont'd)

(B) Entrance Facilities

(1) Entry Points

Telephone Company will provide, when requested, two separate points of entry to a central office whenever there are at least two entry points for Telephone Company cable and both entrances have available facilities. In these central offices with only one entry point, a Collocator may request Special Construction of any additional entry points. Design and Planning fee is based on the requested number of entry points. Special Construction charges as specified in the Special Construction tariff or Section 19.7 following will apply in these instances.

(C)(M)

(2) Central Office Manhole

Collocator is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office and connect it directly to the central office equipment.

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

The installation and maintenance of the fiber optic cable to the Telephone Company designated location requires a Bell Atlantic escort. Escorts shall be paid for based on rates as specified in Section 19.5 following. All Collocator work performed on Telephone Company premises requires a Telephone Company escort.

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

The Collocator will not have physical access to the central office building.

(3) Point of Interconnection

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

(C)(M)

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Installation, Engineering, and Maintenance (Cont'd)

(B) Entrance Facilities (Cont'd)

(4) Cable Installation and Cable Support Structure

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

If the Collocator opts for the cable vault splicing option, the Telephone Company will extend the Collocator-provided Telephone Company-owned fiber optic cable to the cable vault where it will be spliced to Telephone Company provided fire retardant cable.

Telephone Company is responsible for installing Collocator designated fiber optic feeder cable in the Cable Support Structure to the Collocated equipment location. The cable installation and Cable Support fees are set forth in Section 19.5 following.

- (C) The Telephone Company will be responsible for the installation, maintenance, and all related activities between its equipment and the Collocator-provided equipment and for the maintenance and related activities for the fiber facilities located between the Collocator-provided Telephone Company-owned equipment and the Telephone Company-designated location serving the central office building. Telephone Company is also responsible for maintenance of the Collocator-provided Telephone Company-owned equipment.
- (D) The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance. The Collocator is responsible for providing the terminating transmission equipment, as specified in Section 19.3.2(G). The Collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the Collocator shall provide the following:
- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
  - all unique tools and test equipment.

(C) (M)

(C) (M)

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Installation, Engineering, and Maintenance (Cont'd)

(E) Installation and Engineering Options

The Collocator has two options for the installation and engineering of the Collocator-provided, Telephone Company-owned equipment: (1) engage the services of Telephone Company at rates specified in Section 19.5(C) and/or 19.5(D) following; (2) contract directly with a Telephone Company approved installation vendor. Under option (2), the Collocator may itself become a Telephone Company approved installation vendor.

(F) Non-Compliant Installations and Operations

If at any time Telephone Company reasonably determines that either the equipment or the engineering and installation, if contracted per (2) above, does not meet the requirements outlined in this tariff, Collocator 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 Collocator fails to correct any non-compliance with these standards within fifteen (15) days' written notice to Collocator, Telephone Company may have the equipment removed or the condition corrected at Collocator's expense. If, during the installation phase, Telephone Company reasonably determines that any Collocator designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental or other laws or regulations, 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 Telephone Company employees, interferes with the performance of Telephone Company's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other facilities of Telephone Company, Telephone Company may perform such work and/or take such action that Telephone Company deems necessary without prior notice to Collocator. The reasonable cost of said work and/or actions shall be borne by Collocator. Telephone Company reserves the right to remove products, facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and Telephone Company standards.

(C)

(M)

(C)

(M)

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Installation, Engineering, and Maintenance (Cont'd)

- (G) Defined Virtual Telegraph Grade, Voice Grade, DDS, DS1, and DS3 Collocated Interconnection services will interconnect with Transmission Equipment (i.e. SONET Network Elements (SNE) or Optical Line Terminating Equipment (OLTE) located in the Telephone Company's central office. In order to ensure the compatibility of the transmission capabilities, associated protection and the SNE or OLTE located in both the Collocator's premises and the Telephone Company's central office, the SNE or OLTE, as well as the fiber located in the Telephone Company's central office, will be provided by the Collocator to Telephone Company for a nominal sum. The Telephone Company will own and maintain the fiber, cable, and transmission equipment that it purchases from the Collocator. Upon termination of the service arrangement pursuant to Telephone Company Tariff, the Collocator has the option of repurchasing the same SNE or OLTE for the same nominal sum initially paid to the Collocator.
- (H) The Collocator will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Bellcore, must be consistent with those used by the Telephone Company for its own equipment.
- (I) All central office Collocated Interconnections will be Telegraph Grade, Voice Grade, DDS, DS1, or DS3 at the electrical side of the transmission equipment as listed in 19.3.2(G) above.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Installation, Engineering, and Maintenance (Cont'd)

- (J) DS3 to DS1 multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (K) DS1 to Voice Grade multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (L) DS1-DS0 multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (M) DS0-Subrate multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (N) Voice Grade to Telegraph multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (O) If the Collocator wishes to view the Collocation arrangement in the Telephone Company central offices, Collocator's personnel will be allowed access only when a Telephone Company authorized representative is available. The Telephone Company shall provide an authorized representative to accompany the Collocator's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company authorized representative's time will be as set forth for Collocation Labor rates as specified in Section 19.5 following.

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19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.3 Rules of Conduct

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

(M)

19.3.4 Liability and Damages

(A) Telephone Company shall be liable to Collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of Telephone Company's agents or employees to Collocator's designated facilities or equipment occupying Telephone Company's central office. Telephone Company shall not be liable to Collocator or customers of Collocator for any interruption of Collocator's service or for interference with the operation of Collocator's designated facilities arising in any manner out of Collocator's presence in Telephone Company's central office(s), unless caused by Telephone Company's willful misconduct.

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19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.4 Liability and Damages (Cont'd)

(B) Collocator shall indemnify, defend and hold harmless Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by Collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of Collocator's designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in Telephone Company's central office(s), or by any act or omission of Telephone Company, its employees, agents, former or striking employees, or contractors in connection therewith. The provisions of this Section 19.3.4 shall survive the termination, cancellation, modification or recession of this tariff arrangement for at least 3 years from the date of termination.

(M)

(C) Collocator shall indemnify, defend and hold harmless Telephone Company from any and all damages, cost and expenses imposed on Telephone Company as a result of the Collocator's presence in the central office and/or acts by Collocator, its employees, or its agents or contractors, including but not limited to damages, costs and expense of relocating Cable Support Structure arrangement resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights.

(D) In no event shall Telephone Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by Collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by Collocator, even if Telephone Company has been advised of the possibility of such loss or damage. Collocator shall indemnify, defend and hold harmless Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expenses or liability arising out of installation and engineering of Collocation equipment.

(M)

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19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.4 Liability and Damages (Cont'd)

- (E) Collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the central office which violate any Federal, State or Local law, ordinance, rule or regulation. Collocator shall indemnify, defend and hold harmless Telephone Company from any 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 and the termination of any collocation arrangement with Collocator for at least 3 years from the date of termination.
- (F) If the Collocated equipment location as designated by the Telephone Company is partially damaged or rendered partially unusable by fire or other casualty not caused by Collocator, the damages thereto shall be repaired by and at the expense of Telephone Company.

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19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.4 Liability and Damages (Cont'd)

(G) If the Collocated equipment location or Cable Support Structure is rendered wholly unusable through no fault of Collocator, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes, then, in any of such events, Telephone Company may elect to terminate Collocated Interconnected arrangements in the damaged building by providing written notification to Collocator within ninety (90) days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than sixty (60) days after the giving of such notice and upon the date specified in such notice the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. Collocator shall forthwith quit, surrender and vacate the premises without prejudice however to Telephone Company's rights and remedies against Collocator in effect prior to such termination. Unless Telephone Company shall serve a termination notice as provided for herein, Telephone Company shall make the repairs and restorations under the condition of (F) preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Telephone Company's reasonable control. After any such casualty, Collocator shall cooperate fully with Telephone Company's restoration of the space.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Confidential Information

(M)

Telephone Company will hold in confidence information provided to it by Collocator, and information known to Telephone Company as a result of the interconnection of equipment contained in the Central Office to Telephone Company facilities and services, if such information is of a competitive nature. Similarly, Collocator is to hold in confidence information provided to it by Telephone Company and information known to Collocator as a result of its presence in Telephone Company locations, if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- (1) was already known to the Party free of any obligation to keep confidential;
- (2) was or becomes publicly available by other than unauthorized disclosure; or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.4 Rate Regulations

(A) Common Nonrecurring Charge Proration

(M)

In all instances, where special arrangements require special construction or additional work, the first Collocator interconnecting in a Telephone Company location will be responsible for all costs incurred by the Telephone Company. Collocated Interconnection Construction Charges may be filed in Section 19.7 following based on the Collocator-specific arrangements in each central office. Non-recurring Construction Charges will be split between those attributable to each specific Collocator (i.e., "fixed"), and those that are associated with common areas (i.e., "common"). These common costs would be shared with other future Collocators if they utilize the same common areas and are based on the following formula except when: (1) subsequent Collocators require additional changes to the common areas resulting in additional cost or (2) a different common area is required within the same central office building. Except under exceptional circumstances that will be described in Section 19.7 following, the nonrecurring common costs will be prorated and the prorated share credited to the previous Collocator(s) as additional Collocators utilize Collocated Interconnection services at that location. These credits apply only when other Collocators occupy that location. The following schedule applies to these credits:

<u>Collocator</u>	<u>Common Nonrecurring Charge</u>	<u>Credit</u>
1st	100%	NA%
2nd	50%	50 %
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	etc.	etc.

No interest will be paid on credits.

(B) Notice of Discontinuance

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

(C)

(C) (M)

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19. Collocated Interconnection Service (Cont'd)

19.4 Rate Regulations (Cont'd)

- (C) Monthly Rates for Connection charges (i.e., Cross-Connect and Cable Support Fees as specified in Section 19.5 following) are applicable to both Switched and Special Access services. Application of nonrecurring charges are specified in paragraphs (D) through (G) following. (C) (M)
- (D) The Design and Planning fee is based on the number of entry points requested by the Collocator. The Equipment, Installation and Engineering fees and the Site Augmentation fees are based on the type of equipment to be collocated. Equipment that does not meet the categories described in Section 19.5 following will be treated on an Individual Case Basis (ICB), provided they are consistent with the types as specified in Section 19.3.2(G) preceding. A nonrecurring charge will be assessed for the installation and engineering of the Collocator's designated equipment only if the Collocator chooses Bell Atlantic as the designated installer. (N)
- (E) Service Installation and Rearrangement Nonrecurring Charges apply as specified in Section 6, Switched Access and Section 7, Special Access, preceding, to each Collocated Interconnection cross connect, unless otherwise specified in Section 19.5 following. (C)
- (F) In addition to Cross-Connect services rates and charges specified in (B) through (D) preceding, other monthly and nonrecurring charges as specified in Section 6, Switched Access Service and Section 7, Special Access, may also apply.
- (G) In addition to other monthly and nonrecurring rates and charges specified in Sections 19.4 and 19.5, a nonrecurring Remote Translations Charge as specified in Section 6.8.18 preceding shall apply. Only remote offices that have the necessary space and technical capabilities will be available for Collocated Interconnection.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.5 <u>Rates and Charges</u>	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>	
(A) Design and Planning Fees				(M)
Single Entrance	NRBKA		\$2,235.00	(N)
Dual Entrance	NRBKB		2,967.00	
Site Augmentation	NRBKD		963.00	(N)
(B) Cable Installation				
Per cable	SP1BV		1,057.00(I)	(M)
(C) Equipment Installation & Engineering				(M)
Per unit of transmission/ multiplexing equipment				
D4 Channel Bank (or equivalent)	NRBKE		3,692.00	(N)
OC-3 (or equivalent)	NRBKG		5,198.00	
OC-12 (or equivalent)	NRBKH		5,753.00	
OC-48 (or equivalent)	NRBKJ		10,334.00	(N)
(D) Site Augments				(N)
Upgrade (Installation and Engineering per unit)				
D4 Channel Bank (or equivalent)	NRBKK		3,692.00	
OC-3 (or equivalent)	NRBKY		4,813.00	
OC-12 (or equivalent)	NRBKZ		5,339.00	
OC-48 (or equivalent)	NRBK2		10,334.00	
Mux Recabling - per unit	NRBLJ		2,545.00	
Software Upgrade per shelf	NRBLK		93.00	(N)
(E) Cable Support Structure				
Per cable	SP1BV	\$140.48		(M)

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19. Collocated Interconnection Service (Cont'd)

19.5 <u>Rates and Charges</u> (Cont'd)	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>	(M)
(F) <u>Cross Connect Charges</u> Per Service, per month				(C)
<u>Telegraph Grade</u>				
2 wire	CXUB2	\$4.00		
4 wire	CXUB4	5.12		
<u>Voice Grade</u>				
2 wire Switched	CXUW2	4.26		
4 wire Switched	CXUW4	6.15		
2 wire Special	CXUC2	4.26		
4 wire Special	CXUC4	6.15		
<u>DDS</u>				
2.4 Kbps	CXU1X	8.50		
4.8 Kbps	CXU2X	9.63		
9.6 Kbps	CXU3X	10.77		
19.2 Kbps	CXU4X	11.90		
56.0 Kbps	CXU5X	13.03		
64.0 Kbps	CXU6X	14.16		
1.544 Mbps DS1 Switched	CXUFX	22.54		
1.544 Mbps DS1 Special	CXUDX	22.54		
Install-First			\$720.00	
Install-Add'l			384.00	
Rearrange-First			425.00	
Rearrange-Add'l			178.00	
44.736 Mbps DS3 Switched	CXUGX	207.24	864.00	
44.736 Mbps DS3 Special	CXUEX	207.24	864.00	(M)
Short Term DS3*	CXUXX	392.63		(N)

\* A nonrecurring charge as specified in Section 7.5.9 preceding will also apply.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

(M)

19.5 Rates and Charges (Cont'd)

(G) Training

When Collocator-provided equipment (hardware and/or software) is identical to that already in use in the Telephone Company central office building, no additional training is required.

When Collocator-provided, Telephone Company-owned equipment (hardware and/or software) is different from that already in use in the Telephone Company central office building, training will be required. The Collocator will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials for a minimum of three Bell Atlantic Central Office Technicians. The technicians' training time will be based on Labor rates as set forth in Section 19.5(H) following. When travel is required, travel expenses associated with training will be charged to the Collocator based directly on ticket stubs and/or receipts. Lodging and meals associated with training will be charged as follows:

(C)

(1) Training Fee	<u>USOC</u>	<u>Nonrecurring Charge</u>
- Lodging & Meals per technician, per day	NRBKF	\$107.37

(M)

(H) Security, Escort, and Additional Labor Charges

(N)

When Collocator requests access to Telephone Company central offices, a Telephone Company designated escort will be required at all times. This includes all collocator work performed on Telephone Company property.

	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(1) Labor rates - per visit			
Basic Time, normally scheduled working hours, per technician	NRBLM	\$ 90.00	\$ 30.00
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	NRBLN	\$100.00	\$ 40.00
Premium Time, outside of scheduled work day, per technician	NRBLO	\$120.00	\$ 50.00

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