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September 18, 2006

**ECFS**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: AT&T and BellSouth Merger Application, WC Docket No. 06-74  
Written *ex parte* presentation  
Proposed Merger Condition Regarding Microwave Collocation**

Dear Ms. Dortch:

XO Communications (“XO”) is one of a group of carriers that has jointly submitted Comments and Reply Comments in opposition to the pending proposed merger application of AT&T Corp. and BellSouth Corporation in the above-referenced docket.<sup>1</sup> In these pleadings, XO and its fellow commenters advocate against the merger but urge the Commission, in the alternative *and if* the Commission were to allow the merger to go forward, to impose, at a minimum, a specific series of stringent, enforceable merger conditions.<sup>2</sup> For the reasons detailed herein, XO urges the Commission to require AT&T, as an *additional* condition of merger if the Commission approves the pending merger application, to adopt the microwave collocation terms and conditions contained in BellSouth’s interconnection agreements with XO throughout the post-merger company’s territory.

<sup>1</sup> Comments of Cbeyond Communications, Grande Communications, New Edge Networks, NuVox Communications, Supra Telecom, Talk America Inc., XO Communications, and Xspedius Communications, WC Docket No. 06-74 (filed June 5, 2006) (“Comments of Cbeyond *et al.*”); Reply Comments of Cbeyond Communications, Grande Communications, New Edge Networks, NuVox Communications, Supra Telecom, Talk America Inc., XO Communications, and Xspedius Communications, WC Docket No. 06-74 (filed June 20, 2006).

<sup>2</sup> Comments of Cbeyond *et al.* at 95-110.

1. *Background*

XO (through its subsidiaries and affiliates), is a nationwide, facilities-based competitive local exchange carrier (“CLEC”) offering a full portfolio of local, long distance and broadband services to businesses. Among other methods of supporting the provisioning of its services, XO connects portions of its network via wireless microwave transmission facilities licensed to its affiliate, Nextlink Wireless, Inc., where circumstances justify or customers request this type of transport. XO further intends using licensed microwave stations to connect its network to equipment collocated at ILEC wire centers for purposes of accessing unbundled network elements or to interconnect with AT&T for purposes of exchanging. Ultimately, in AT&T’s territory, for example, XO contemplates locating rooftop antennas to enable microwave connections, rather than using fiber facilities, at dozens of AT&T central offices where XO is currently collocated.<sup>3</sup>

XO typically memorializes the terms and conditions governing microwave collocation arrangements in its Interconnection Agreements (“ICAs”) executed with incumbent local exchange carriers (“ILECs”), including BellSouth and AT&T. In Missouri, the collocation provisions of XO’s interconnection agreement with AT&T provides for collocation pursuant to tariff.<sup>4</sup> AT&T’s Missouri tariff recognizes microwave collocation as one of the available forms of collocation.<sup>5</sup> In addition, AT&T provides a standard ordering form on its website for collocation that specifically provide for microwave collocation as one option.<sup>6</sup> These forms are in use within Missouri, as well as other states.

Over the past two months, XO has attempted to obtain microwave collocation arrangements from AT&T at two AT&T wire centers in Missouri.<sup>7</sup> AT&T, without justification, has interposed inexplicable procedural obstacles to XO’s objectives given the parties’ interconnection agreement in Missouri, AT&T’s tariff in Missouri, and AT&T’s standard collocation ordering forms, as described above. On or about July 21, 2006, XO submitted to AT&T requests for these two microwave collocation arrangements using AT&T’s standard web-

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<sup>3</sup> See *Nextlink Wireless, Inc.: Petition for Waiver of Sections 101.103 and 101.115 of the Commission’s Rules for the Use of 0.61 Meter Antennas in the 10.7-11.7 GHz Band*, filed with the Federal Communications Commission on August 4, 2006, at 3.

<sup>4</sup> See excerpt from the Collocation Appendix (§ 1.0) of the current XO-AT&T interconnection agreement in Missouri, appended hereto as Attachment A.

<sup>5</sup> See excerpt of AT&T’s Missouri Tariff (§ 8.1.1) appended hereto as Attachment B.

<sup>6</sup> See AT&T’s web-based collocation ordering forms can be found at the “Collocation Desktop” link found at <https://clec.att.com/clec/shell.cfm?section=9>. The forms, converted into WORD format, are appended hereto as Attachment C. The “Collocation Desktop” link is password protected.

<sup>7</sup> XO intends to seek this type of collocation shortly in other locations, including California, as well.

based forms, completing the forms completely and specifying in Section 3.2 that XO requested microwave entrance facilities and providing all information requested in that regard in Section 11.4. AT&T promptly rejected the requests. In rejecting XO's requests, AT&T claimed inaccurately, as detailed herein, that microwave collocation is not an existing offering for which it has methods and procedures and insisted that XO pursue microwave collocation through AT&T's Bona Fide Request process. Anxious to remove any obstacles AT&T was erecting, and aware that, in AT&T's 13-State (including Missouri) template interconnection agreement, AT&T offered a Microwave Collocation Appendix, XO sought to add that Appendix as an amendment to its Agreement. AT&T's APPENDIX MICROWAVE-SBC-13STATE defines the method of provisioning, equipment, permit and licensing, CLEC liability, application of rates, terms and conditions associated with microwave collocation.<sup>8</sup> The AT&T Microwave Appendix provides, in pertinent part, that such collocation is an option available to requesting carriers in the ILEC's wire centers located throughout the former SBC territories.

1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

...

2.1 Where space permits and where practical, SBC-13STATE will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by SBC-13STATE. Use of such microwave equipment is only available for the purpose of interconnection to SBC-13STATE's network or access to SBC-13STATE's unbundled network elements as may be described in CLEC's Interconnection and UNE Appendices.

...

3.2 In addition, in each instance where microwave interconnection or access to UNEs is requested, a separate *Joint Implementation Agreement (JIA)* specifying requirements for each request will be developed and executed by CLEC and SBC-13STATE. The JIA will provide for specifics relating to, but not limited to, the responsibilities of SBC-13STATE and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for

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<sup>8</sup> AT&T's APPENDIX MICROWAVE-SBC-13STATE ("AT&T Microwave Appendix") appended hereto as Attachment D.

a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. (*emphasis added*)<sup>9</sup>

In order to understand the terms of this Appendix, XO sought a copy of the JIA referenced in Section 3.2. AT&T, however, claimed that no JIA existed and reiterated that if XO was interested in microwave collocation either under its existing agreement (and AT&T's MO tariff) or, presumably, even after it adopted the AT&T Microwave Appendix, XO would be required to initiate the time-consuming Bona Fide Request ("BFR") process if it intends to pursue microwave collocation, a demand that will result in additional costs and, due to the associated delays, foregone revenues for XO.<sup>10</sup> AT&T's standard BFR language makes clear the impropriety of invoking the BFR process where there are existing processes to respond to the CLECs' request.<sup>11</sup> AT&T explains that "A Bona Fide Request (BFR), previously referred to as the INER process, is a process that a CLEC utilizes to request Unbundled Network Elements (UNE), Interconnection Arrangements or Other Arrangements *which do not currently exist* in the CLEC's Interconnection Agreement or *have not been previously defined* in the generic appendices (Appendix UNE, Appendix NIM or other appropriate appendix)."<sup>12</sup> AT&T underscores that "[t]he BFR process should not be utilized where a process already exists," adding that "[e]xamples of existing processes where the BFR is not applicable are, but not limited to: Collocation . . ."<sup>13</sup>

As discussed herein, none of the foregoing conditions possibly justify the demand that XO submit a BFR in order to apply for microwave collocation, an arrangement which is contemplated in the parties' interconnection agreement (through reference to AT&T's tariff) and for which AT&T has already developed processes, as detailed above and more fully in the next section. In short, AT&T is trying to impose its BFR process into an area where it simply does not apply. AT&T has neither shown – nor suggested – that XO's requests for collocation are technically infeasible, nor has AT&T claimed space exhaustion as an excuse for its inaction. In fact, AT&T has failed to provide any clear objection to XO's requests. Instead, AT&T continues to slow roll XO with information requests purportedly in search of a process. As a result, due to obstructive behavior by AT&T, XO remains unable to provide service to its customers.<sup>14</sup>

<sup>9</sup> *Id.* §§ 1.1, 2.1, and 3.2.

<sup>10</sup> See August 7-8, 2006, e-mail thread between Edward Ewing, AT&T, and Bob Buerrosse, XO (discussing AT&T's need for further information through the BFR process before AT&T will consider XO's request for microwave collocation) as Attachment E ("AT&T-XO E-Mail Chain").

<sup>11</sup> See <https://clec.att.com/clec/hb/shell.cfm?section=950> (referenced in the AT&T-XO E-Mail Chain, *supra*).

<sup>12</sup> *Id.* (*emphasis added*).

<sup>13</sup> *Id.*

<sup>14</sup> In addition to harming XO, AT&T is harming consumers. XO is prepared to provide local service via fixed wireless facilities to its customers but is unable to because of AT&T's refusal to allow the requested microwave collocation arrangements without

At the time the Reply Comments on the pending BellSouth-AT&T merger application were submitted almost three months ago, XO did not anticipate the present obstacles to competition and thus made no mention of them in the earlier-filed Comments and Reply Comments in which it participated. In the face of the intervening developments and in light of the pending merger between AT&T and BellSouth, XO is concerned that, were the merger allowed to go forward, AT&T's obstructionist policies regarding microwave collocation would lead to the post-merger company thwarting such requests in the future on a widespread basis throughout its operating territory. Accordingly, as detailed below, XO hereby proposes an additional merger condition requiring AT&T to adopt the microwave collocation terms and conditions contained in BellSouth's interconnection agreements with XO throughout the post-merger company's territory.

2. *Procedures and terms for microwave collocation are well established within AT&T*

AT&T's rejection of XO's collocation request and its demand that XO engage in a BFR process are surprising and cannot be justified. As noted above, microwave collocations are not novel arrangements for AT&T. Rather, they are an existing offering. As discussed above, the parties' existing interconnection agreement and AT&T's Missouri tariff contemplates microwave collocations. The 13-State AT&T Microwave Appendix offered by AT&T in Missouri also suggests that significant thought has been invested in the development of microwave collocation terms. Indeed, those terms are at least three-and-one-half years old, judging by the date of the document. In light of these terms, AT&T should be expected to respond to an application such as those submitted by XO with established processes rather than treat it as a novel request.

Additionally, other AT&T agreements and tariffs contain microwave collocation language indicating that processes are already well established within AT&T for handling this type of collocation request, and belying the need for a BFR. The generic Texas T2A Agreement contains the obligation for AT&T to provide microwave collocation consistent with the ILEC's Texas state tariff. That tariff (relevant excerpts appended hereto as Attachment F) provides that "subject to the terms and conditions of this tariff," a competitive carrier may place microwave equipment in a rooftop space. The tariff provisions commit AT&T to assist with microwave licensing, if requested, to coordinate with the collocator to select the space and design the configuration of the roof-top equipment, and to allow access to the space subject to certain requirements. The tariff terms also deal with collocator responsibilities, the connections between wireline and wireless collocated equipment, space preparation, and other matters. In sum, it is clear that AT&T has, in Texas, defined a fairly complete set of procedures and other terms and

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*(Continued)*

interposing unnecessary and burdensome procedural hurdles. AT&T's continued delay therefore denies the benefits of increased facilities-based local competition to consumers.

conditions to address microwave collocation. The procedural obstacles the ILEC has maintained elsewhere leading to XO's experiences discussed earlier are even more inexplicable as a result.

Another illustration is provided by XO's current interconnection agreement with AT&T into which XO entered after opting into MCI's Agreement with Pacific Bell.<sup>15</sup> In that agreement, AT&T provides for microwave collocation: "Where technically feasible, Pacific will provide for physical collocation of microwave equipment (limited to transport and termination equipment) necessary for interconnection of CLEC's network facilities to Pacific's network or access to unbundled network facilities to Pacific's Network Elements, on the roofs of Pacific's Central Office Buildings." See excerpt of the Agreement appended hereto as Attachment G. This agreement contains twelve pages of detailed terms and conditions relevant to microwave collocation, again evidencing that the generally applicable procedures and details of this type of collocation have long been worked out by AT&T. Such a well-defined process obviates the basis for AT&T to demand that XO commence a BFR process with AT&T. These terms, from an agreement executed a number of years ago, not only recognize the existence and availability of microwave collocation, but also provide for reasonable procedures to allow XO to implement roof-top microwave connections to collocated equipment and non-CO points on XO's network or to customers.

3. *AT&T's merger partner's microwave collocation procedures provide a relevant benchmark for assessing the roadblocks created by AT&T's demands that XO follow its BFR processes*

While AT&T's ICAs and tariff provisions are sufficient to show that AT&T is acting unreasonably in response to XO's requests, AT&T's merger partner BellSouth has negotiated microwave collocation terms that further highlight AT&T's anticompetitive and unreasonable behavior. BellSouth's interconnection agreements provide a useful benchmark, illustrating how XO's requests for microwave collocation could and should be handled. As explained in the Comments of Cbeyond *at al.*, benchmarking has long been a sound basis for identifying and evaluating anticompetitive conduct by RBOCs.<sup>16</sup> Benchmarking also serves as the basis for a number of the merger conditions the Commission has adopted in previous combinations as well as conditions urged by XO and its fellow commenters in this proceeding.

In four states, BellSouth has already provided XO with the ability to collocate XO's wireless microwave facilities at BellSouth wire center locations pursuant to acceptable comprehensive terms and conditions: Florida, Georgia, North Carolina, and Tennessee. (An excerpt of the relevant provisions from the Tennessee ICA, which are identical in all four states, are appended hereto as Attachment H.) The procedures contained in the BellSouth agreement create a benchmark for evaluating the actions of other ILECs, especially, in light of the pending merger of BellSouth into AT&T. Under BellSouth's established procedures, XO need not first

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<sup>15</sup> Although expired, the agreement continues to apply pursuant to its evergreen provisions.

<sup>16</sup> *Id.* at 78-88.

complete a BFR submission to determine if the process of microwave collocation is appropriate. Instead, pursuant to Section 5.6.1 of, and under Exhibit C to, the Interconnection Attachment, BellSouth provides detailed and comprehensive procedures for microwave collocation in connection with physical collocation. Most importantly, BellSouth provides a clear process and timeline for accomplishing microwave collocation. The provisions also deal with provisioning, site visits, structural analysis of the building, safety, antenna placement, power issues, cabling, equipment, testing, cost estimates, the application process, coordination between the parties, and so on. From XO's perspective, as a leading CLEC and one of the largest holders of microwave licenses in the nation, BellSouth's terms and conditions provide for an orderly process that should serve as a model for microwave collocation in any interconnection agreement in the post-merger environment with the consolidated AT&T/BellSouth entity.

4. *The Commission should adopt as a condition to any approval of a BellSouth-AT&T merger that the post-merger entity implement the microwave collocation processes that are embodied in XO's ICAs with BellSouth*

Before it can approve the transfer of control of licenses and lines in connection with a proposed merger, the Commission is required to determine, pursuant to sections 214(a) and 310(d) of the Communications Act, that any proposed transfer serves the public interest.<sup>17</sup> As noted here, were AT&T in the post-merger environment to extend into BellSouth territory its activities frustrating the efforts of competitors to implement microwave collocations and increase intermodal, facilities-based competition, the result would clearly not be in the public interest. Unfortunately, given the size of AT&T relative to BellSouth, it is likely that this would be an outcome of the proposed merger. The Commission should *not* allow this to happen.

The Commission's public interest authority enables it to rely upon its extensive regulatory and enforcement experience to impose and enforce conditions to ensure that a merger will yield overall public interest benefits.<sup>18</sup> Thus, as is well established, the Commission may attach conditions to a transfer of lines and licenses to ensure that the public interest is served by the transaction.<sup>19</sup> If the merger is approved, the Commission should adopt certain conditions, as XO and others have argued in their comments in this docket.

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<sup>17</sup> 47 U.S.C. §§ 214(a), 303(r), 310(d). *See Application of WorldCom, Inc. and MCI Communications Corp. for Transfer of Control of MCI Communications Corp. to WorldCom, Inc.*, 13 FCC Rcd 18025, 180430 ¶ 8 (1998) ("MCI/WorldCom Merger Order"); *Applications of NYNEX Corp. and Bell Atlantic Corp. For Consent to Transfer Control of NYNEX Corporation and Its Subsidiaries*, 12 FCC Rcd 19985, 20000, ¶ 29 (1997) ("NYNEX/Bell Atlantic Merger Order").

<sup>18</sup> *See WorldCom/MCI Order*, 13 FCC Rcd at 18034-35, ¶ 14; *Bell Atlantic/NYNEX Order*, 12 FCC Rcd at 20005, ¶ 33.

<sup>19</sup> *See* 47 C.F.R. § 1.110; *see also WorldCom/MCI Order*, 13 FCC Rcd at 18031-32, ¶ 10; *Bell Atlantic/NYNEX Order*, 12 FCC Rcd at 20001-2, ¶ 30.

For the reasons contained in this letter, as an additional condition of any approval of the proposed merger between AT&T and BellSouth, the Commission should impose a requirement that the merged entity offer collocation arrangements throughout the post-merger company's territory consistent with the comprehensive terms applicable to BellSouth in its interconnection agreements with XO in Florida, Georgia, North Carolina, and Tennessee and appended hereto.<sup>20</sup> This condition will ensure that AT&T does not extend its anticompetitive behavior by frustrating competitors' efforts to implement microwave collocation – and the intermodal competition it offers – to any new areas and eliminate any unreasonable delays in and obstacles to microwave collocation throughout the merged entity's territory.

Imposing this merger condition would be particularly appropriate in light of the Commission's promotion of increased competition from intermodal sources in recent years.<sup>21</sup> In fact, the Commission just last year approved the merger of SBC and AT&T in part because of what it perceived as the growing impact from intermodal competition.<sup>22</sup> At that time, Chairman Martin heralded an approaching reality of "both intermodal and intramodal providers aggressively competing for customers using a multitude of new technologies and platforms."<sup>23</sup> As detailed above, XO is attempting to realize, in part, the promise of intermodal competition in an increasing number of AT&T wire centers but is being frustrated in its attempts by the ILEC. The Commission cannot allow AT&T the luxury of continuing to erect procedural roadblocks to intermodal competition at the same time as the ILEC is relying on the putative market presence of such competitors for approval of its merger.

<sup>20</sup> Of course, carriers should be free to attempt to negotiate additional or different provisions with AT&T and BellSouth in a post-merger environment, using the terms dictated by the requested conditions as a starting point.

<sup>21</sup> See, e.g., *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978, 17145, para. 278 (2003) (*Triennial Review Order*), corrected by Errata, 18 FCC Rcd 19020 (2003) (*Triennial Review Order Errata*), vacated and remanded in part, affirmed in part, *United States Telecom Ass'n v. FCC*, 359 F3d 554 (DC Cir 2004) (*USTA II*) cert. denied, 125 S Ct 313, 316, 345 (2004). Notably, in 2002, the DC Circuit vacated and remanded the Commission's earlier line sharing requirements, citing specifically the Commission's failure to consider the impact of intermodal competition prior to requiring unbundling of these wireline facilities. *United States Telecom Ass'n v. FCC*, 290 F3d 415, 428-30 (DC Cir 2002); see also *USTA II*, 359 F.3d at 572-73 (*reaffirming that the Commission may not ignore intermodal alternatives*).

<sup>22</sup> *SBC Communications Inc. and AT&T Corp., Applications for Approval of Transfer of Control*, FCC 05-183, WC Docket No. 05-65, Memorandum Opinion and Order ¶¶ 76, 79, 90, 96.

<sup>23</sup> *Id.*, at *Statement of Chairman Kevin J. Martin*, p. 1.

KELLEY DRYE & WARREN LLP

This *ex parte* written presentation is being filed pursuant to the Commission's Rules.

Do not hesitate to contact the undersigned if there are any questions or if the Commission desires any further information on the subjects discussed in this letter.

Respectfully submitted,



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# **ATTACHMENT A**

**EXCERPT FROM XO-AT&T ICA  
IN MISSOURI  
RE: COLLOCATION**

GENERAL TERMS AND CONDITIONS /SOUTHWESTERN BELL TELEPHONE, L.P.  
SBC MISSOURI/XO Communications Services, Inc.  
080905

**INTERCONNECTION AGREEMENT-MISSOURI**

between

**Southwestern Bell Telephone, L.P. d/b/a  
SBC MISSOURI**

and

**XO COMMUNICATIONS SERVICES, INC.**

## APPENDIX COLLOCATION

- 1.0** SBC MISSOURI will provide caged, shared caged, common caged, cageless, and other physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, SBC MISSOURI will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation as set forth in Section 2 of the Missouri Local Access Tariff entitled "Physical Collocation."
- 2.0** In addition, SBC MISSOURI will provide virtual collocation wherein SBC MISSOURI maintains and repairs the collocation equipment consistent with the terms of Section 3 of the Missouri Local Access Tariff entitled "Virtual Collocation." In CEVs, huts and cabinets where physical collocation space is not available, the Collocator may opt for virtual collocation where the Collocator maintains and repairs the virtually collocated equipment consistent with the terms of the Missouri Local Access Tariff. SBC MISSOURI may, at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available consistent with the terms of the Missouri Local Access Tariff.
- 3.0** CLEC shall be permitted, at its option, to place its own BDFB in its physical collocation space; however, SBC may reject such installation if the structural integrity of the collocated space is jeopardized.
- 4.0 TRACKING AND BILLING CLEC'S POWER USAGE**
- 4.1** CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or "AMPs") provided by SBC OKLAHOMA for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon CLEC's representation and warranty, SBC shall bill CLEC for DC collocation power consumption and HVAC as follows:
- (a) For DC collocation power consumption, a monthly recurring rate of \$10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application, and
  - (b) For HVAC, a monthly recurring rate of \$14.62 per 10 AMPs, applied to fifty percent (50%) of the total provided capacity.

By way of example, where SBC MISSOURI has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], SBC shall bill the CLEC the monthly recurring DC Power Consumption charge of \$10.61 per AMP for a total of twenty (20) AMPs (i.e., \$212.20 per month), and SBC MISSOURI shall bill CLEC the monthly recurring HVAC charge of \$14.621 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., \$29.24 per month).

- 4.1.1** SBC MISSOURI has the right to periodically inspect and/or, using non-intrusive methods, to test the amount of DC power CLEC actually draws. In the event CLEC is found to have breached the representation and warranty set forth in paragraph 4.1, the Parties shall resolve the issue using the dispute resolution procedures applicable to this Agreement.

## **5.0 COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION**

### **5.1 Complete Space Discontinuance**

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical

# **ATTACHMENT B**

## **AT&T/MISSOURI TARIFF EXCERPTS (§8.1.1)**

PHYSICAL COLLOCATION  
(REGULATIONS)

**1.0. PURPOSE AND SCOPE OF TARIFF**

- 1.1 This tariff provides for the placing of Collocator telecommunication ns equipment and facilities on SWBT property for the purposes set forth in paragraph 1.3, following.
- 1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within a SWBT Eligible Structure as defined in paragraph 2.2, Definitions, following. The Collocator will lease the Dedicated Space from SWBT and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in paragraph 1.3, following. SWBT will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SWBT will permit collocation in Adjacent Structures in accordance with this tariff so that collocators will have a variety of collocation options from which to choose.
- 1.3 Physical collocation is available for the placement of telecommunications equipment as provided for in this tariff for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to SWBT's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively.

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Issued: September 12, 2001

Effective: October 12, 2001

By JAN NEWTON, President-Missouri  
Southwestern Bell Telephone Company  
St. Louis, Missouri

PHYSICAL COLLOCATION  
(REGULATIONS)**7.0. USE BY OTHER LOCAL SERVICE PROVIDERS (Continued)**

- 7.2 SWBT will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SWBT's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SWBT utilize a shared collocation cage, SWBT will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this tariff. The terms contained in paragraph 6.4, Occupancy, preceding shall continue to apply.

- 7.3 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SWBT, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SWBT.

**8.0. FIBER OPTIC CABLE AND DEMARCATION POINT****8.1 Fiber Optic Cable Entrances**

- 8.1.1 The collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.
- 8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.

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Issued: September 12, 2001

Effective: October 12, 2001

By JAN NEWTON, President-Missouri  
Southwestern Bell Telephone Company  
St. Louis, Missouri

# **ATTACHMENT C**

## **AT&T's STANDARD COLLOCATION ORDERING FORMS**

**Case Number :**

**Type :**

**Submitted by :**

**Section 1 - Collocator Information**

<b>Collocator:</b>	
<b>ACNA:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>ZIP:</b>	

**Section 2 - Collocation Information - Physical Application**

**2. Collocation Location Information**

<b>Collocation Location:</b>	
<b>CLLI8:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>ZIP:</b>	

**2.1 Pricing Selection**

**State Tariff**

**Section 3 - Collocation Request Type - Physical Application**

**Augment to an Existing Installation**

Type of Collocation arrangement MUST be selected in Section 5 of this Application. If other, explain.

**3.1 Please enter the CLLI11 for the location you are augmenting and BAN Number if applicable.**

<b>CLLI11:</b>	
<b>Type of Installation:</b>	
<b>BAN Number:</b>	

**3.2 Type of augmentation application selected.  
Augment Existing Arrangement Installation Application**

Entrance Facility
-------------------

Reduced Interval Augment :

**Remarks:**

**Section 4 - Contact Information - Physical Application**

**Application Contact**

Phone:                      Fax  
Email

**Service Contact**

Phone:                      Fax  
Email

**Technical Contact**

Phone:                      Fax  
Email

**Non-Recurring Charges Billing Contact**

Phone:                      Fax  
Email

**Recurring Charges Billing Contact**

Phone:                      Fax  
Email

**Facility Contact**

Phone:                      Fax  
Email

**24 Hour Contact**

Phone:                      Fax  
Email

**Notices Contact**

Phone:                      Fax  
Email

**Cable Contact**

Phone:                      Fax  
Email

**Section 5 - Floor Space Requirement - Physical Application**

**Section 6 - Equipment Bay Requirements for Cageless Equipment - Physical Section**

**Section 7 - Interconnection Requirements - Physical Application**

**Section 8 - Equipment to be Installed or Removed by Applicant - Physical Application**

**Section 9 - Power and Grounding - Physical Application**

**Section 10 - Collocation to Collocation Interconnection - Physical Application**

**Section 11 - Entrance Facilities- Physical Application**

**11.1 Is entrance facility being placed for this request?**

**11.1A If yes, is Entrance Facility Cable or Microwave?**

**11.1B Is diverse entry required?**

**11.2 Who will be placing the entrance facility cabling ?**

**11.3 Who will provide transport for this arrangement?**

**11.4 Is diversity within the building requested?**

Microwave Entrance Facility Information (Indoor equipment must be listed in Section 8.)

<b>Manufacturer of Outdoor Unit:</b>	
<b>Size of Outdoor Unit:</b>	
<b>Model Number of Outdoor Unit:</b>	
<b>Manufacturer of Antenna:</b>	
<b>Size of Antenna:</b>	
<b>Model Number of Antenna:</b>	
<b>Dish Orientation:</b>	
<b>Dish Azimuth:</b>	
<b>Dish Centerline:</b>	
<b>Type of Waveguide/Cabling:</b>	
<b>Microwave Band:</b>	
<b>Waveguide/Cabling Airpressure Requirements:</b>	
<b>Spectrum Interference and Space Routing:</b>	
<b>Waveguide Airpressure Requirements:</b>	
<b>All microwave licensing is the responsibility of the Collocator.</b>	

**Section 12 - Collocator Vendor Information - Physical Application**

**Cable Placing Contact**

**Cable Splicing Contact**

**Equipment Installation Vendor 1:**

**Equipment Installation Vendor 2:**

**Engineering Vendor:**

**Equipment Manufacturer**

**Section 13 - Forecasted Requirements - Physical Application**

**Section 14 - Insurance Information - Physical Application**

PROOF OF INSURANCE REFLECTING COVERAGE DELINEATED IN THE APPLICABLE TARIFFS OR INTERCONNECTION AGREEMENT MUST BE PROVIDED. PLEASE PROVIDE PROOF OF INSURANCE WITH THE APPLICATION. IF NOT UPLOADED, A COPY MUST BE PROVIDED BEFORE ENTRANCE TO THE PREMISE IS PERMITTED.

**14.1** If insurance information is on file with ILEC, please provide your policy information below:

<b>Policy Number:</b>	
<b>Insurance Carrier:</b>	
<b>Expiration Date:</b>	

**Section 14B - Miscellaneous - Physical Application**

**Line Sharing - Physical Application**

**Section 15 - Attachments - Physical Application**

<b>Required Attachment</b>	<b>Filename</b>	<b>Uploaded into Portal</b>	<b>Date Uploaded</b>
Front Equipment View/Front Elevation	<a href="https://clec.sbc.com/clec_colloattach/2006/07/">https://clec.sbc.com/clec_colloattach/2006/07/</a>		
Diagram of Entrance Facility	<a href="https://clec.sbc.com/clec_colloattach/2006/07/">https://clec.sbc.com/clec_colloattach/2006/07/</a>		

# **ATTACHMENT D**

## **APPENDIX MICROWAVE-SBC- 13STATE ("AT&T Microwave Appendix")**

# APPENDIX MICROWAVE

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## APPENDIX MICROWAVE

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, **AT&T MISSOURI** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **AT&T MISSOURI** agrees to provide CLEC with microwave interconnection will be ICB or NSCR for Illinois, Indiana, Michigan, Ohio and/or Wisconsin, until such time as costs and permanent rates may be determined by **AT&T MISSOURI**.

### 2. DESCRIPTION

- 2.1 Where space permits and where practical, **AT&T MISSOURI** will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by **AT&T MISSOURI**. Use of such microwave equipment is only available for the purpose of interconnection to **AT&T MISSOURI's** network or access to **AT&T MISSOURI's** Lawful unbundled network elements as may be described in CLEC's Interconnection and UNE Appendices.

### 3. METHOD OF PROVISIONING

- 3.1 Where space exists and when technically feasible, at **AT&T MISSOURI's** discretion, the following method for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. **AT&T MISSOURI** is responsible for design and construction for any and all infrastructure inside the **AT&T MISSOURI** premises at the CLEC's cost. The CLEC is responsible for line-of-sight.
- 3.2 In addition, in each instance where microwave interconnection or access to Lawful UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and **AT&T MISSOURI**. The JIA will provide for specifics relating to, but not limited to, the responsibilities of **AT&T MISSOURI** and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below.
- 3.3 The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in a **AT&T MISSOURI**-provided virtual collocation arrangement, the CLEC will provide a copy of the license to **AT&T MISSOURI** and **AT&T MISSOURI** will post the CLEC-provided copy in an appropriate location. All **AT&T MISSOURI** safety standards shall apply to the microwave entrance facility and associated antenna(e). Such standards will be enumerated in the JIA, above.
- 3.4 **AT&T MISSOURI** Tower/Structure
  - 3.4.1 Where space is available and where technically feasible, **AT&T MISSOURI** will provide CLEC with antenna mounting space on the **AT&T MISSOURI** microwave tower or structure associated with the

eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space.

3.4.1.1 CLEC is responsible for all construction required for the mounting of microwave antenna(e) on the **AT&T MISSOURI** Tower/Structure. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment and returning the property to its original condition within 60 days of termination of use of the microwave entrance facility. If CLEC does not perform the removal and restoration by the end of 60 days, **AT&T MISSOURI** may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

3.4.1.2 CLEC is responsible for securing its equipment located on the **AT&T MISSOURI** property. CLEC proposal and designs for such security must meet with **AT&T MISSOURI**'s approval.

3.4.1.3 Where **AT&T MISSOURI** has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the **AT&T MISSOURI** equipment line-up. **AT&T MISSOURI** will allow virtual collocation of CLEC equipment associated with its microwave entrance facility on an ICB or NSCR basis (Ameritech States) until such time as costs and permanent rates may be determined by **AT&T MISSOURI**. All costs for training **AT&T MISSOURI** employees to install, maintain and repair the equipment will be at the CLEC's cost. **AT&T MISSOURI** will determine the number of employees to be trained on a premises-by-premises basis.

3.4.1.4 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment.

#### 4. EQUIPMENT

4.1 CLEC is responsible for providing a list of all microwave equipment to be installed to **AT&T MISSOURI** for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements.

4.2 **AT&T MISSOURI** is not responsible for lost equipment.

4.3 It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

#### 5. PERMITS AND LICENSES

5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to **AT&T MISSOURI** prior to the installation of any microwave equipment on the **AT&T MISSOURI** premises roof. If **AT&T MISSOURI**'s assistance is required to obtain the necessary licenses and permits, **AT&T MISSOURI** will not unreasonably withhold such assistance and CLEC agrees to pay all **AT&T MISSOURI**'s expenses on an ICB/NSCR as required.

#### 6. CLEC LIABILITY

6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, **AT&T MISSOURI**'s or other collocator's network or premises, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential,

specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by **AT&T MISSOURI** as a direct or indirect result of the actions of CLEC related to this agreement.

## **7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

# **ATTACHMENT E**

**AT&T-XO E-MAIL CHAIN  
(August 7-8, 2006)**

---

**From:** Buerrosse, Bob  
**Sent:** Tuesday, August 08, 2006 3:27 PM  
**To:** 'EWING, EDWARD R (ASI-AIT)'; 'Hernandez, Brian S, WHSLS'  
**Cc:** LaFrance, David; Leeger, Gegi; Case, Gary; Stauder, David; Vazquez, Joe; Buerrosse, Bob  
**Subject:** FW: Rooftop Tower Request - Att: BFR

**Importance:** High

Ed & Brian,

XO had an internal call today to address the issue of the BFR for rooftop antennas. It is totally unacceptable for AT&T to require XO to complete the BFR process and incur costs to achieve what we believe is already available within AT&T for this application.

AT&T's current collocation application has a section devoted to microwave applications, indicating that the ordering and provisioning process is apparently well established within AT&T.

Furthermore, AT&T has language in the APPENDIX MICROWAVE-SBC-13STATE that defines the method of provisioning, equipment, permit and licensing, CLEC liability, application of rates, terms and conditions. Significant thought must have been given to this Appendix development to enable us to use it as a framework to move forward on our request. Several of AT&T's Collocation tariffs also contain detailed microwave collocation language, indicating that some processes are in place for this application.

Hence, it is XO's position that we ask for forms and processes that are already identified by AT&T on your website and your existing applications and amendments. We are asking that AT&T begin to move forward apace with our request to begin the ordering and provisioning process for rooftop microwave access.

Bob Buerrosse  
Carrier Relations | XO Communications  
Voice: 904.693.0704 | Fax: 954.343.8343

-----Original Message-----

**From:** EWING, EDWARD R (ASI-AIT) [mailto:ee9517@att.com]  
**Sent:** Monday, August 07, 2006 5:28 PM  
**To:** Buerrosse, Bob  
**Subject:** RE: Rooftop Tower Request - Att: BFR

Bob,

My thought would be, and I've discussed this with Brian, would be to postpone the call until we can get an official request into the organization with specific details. Up to this point it has been a lot of discussion without really having official documentation outlining what you want. With the BRF we can review the information and be better able to address the request with specifics rather than in general terms.

Ed

-----Original Message-----

**From:** Buerrosse, Bob [mailto:Bob.Buerrosse@xo.com]  
**Sent:** Monday, August 07, 2006 4:21 PM  
**To:** EWING, EDWARD R (ASI-AIT)  
**Cc:** Buerrosse, Bob  
**Subject:** RE: Rooftop Tower Request - Att: BFR

Ed,

Will we still be able to have the call Wednesday or Thursday even if this form isn't completed by that time?

Thanks,  
Bob

-----Original Message-----

From: EWING, EDWARD R (ASI-AIT) [mailto:ee9517@att.com]  
Sent: Monday, August 07, 2006 5:10 PM  
To: Buerrosse, Bob  
Subject: Rooftop Tower Request - Att: BFR

Bob,

In order to pursue your request within our organization I have provided a link below that will enable XO to submit a Bonified Request (BFR). I have tried to locate the JIA document (if in fact it is a document) we discussed earlier and have had little success. If you or someone in your organization would complete the BFR documentation and return it to me, I will get it in the pipeline. We need a BFR for this because this is not an existing or standard product offering. The below link provides the document as well as instructions as to how it should be completed.

<https://clec.att.com/clec//hb/shell.cfm?section=950>

Thanks, Ed

# **ATTACHMENT F**

**EXCERPTS FROM  
TEXAS STATE TARIFF  
(§ 2 (“Rooftop or Premises Space”),  
§ 4.4.1, § 5.5.1, § 6.9, § 8.1, & § 20.29)**

President - Texas  
Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
Effective: October 28, 2001

LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: Application  
Revision: 3  
Replacing: 2

**PHYSICAL COLLOCATION**

(T)

**APPLICATION OF TARIFF**

This tariff sets forth the terms and conditions for physical collocation arrangements furnished or made available by Southwestern Bell Telephone Company (SWBT) in the State of Texas pursuant to Docket Nos. 16189, 16196, 16226, 16285 and 16290 (the "Consolidated Award"), and pursuant to the Arbitrator's Award in Project 21333, before the Public Utility Commission of Texas ("Commission"). (T)

Whenever reference is made in this tariff to other intrastate Texas tariffs of SWBT, the reference is to the tariffs in effect as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The rates and services provided in this tariff are regulated and approved by the Commission in compliance with the Public Utility Regulatory Act of 1995 (PURA), the Commission's rules and the Federal Telecommunications Act of 1996 ("FTA96").

SWBT, where possible, will made available to common carriers, services provided in other SWBT tariffs under the Rules, Regulations and Rates provided in those tariffs except where specific exception is made in this tariff.

**EXPLANATION OF SYMBOLS**

The following symbols will be used in the right-hand margin of each tariff page to indicate changes made on the sheets:

- (C) Indicates a Change in Regulation
- (D) Indicates Discontinued Rate or Regulation
- (E) Indicates Correction of an Error Made During a Revision
- (I) Indicates a Rate Increase
- (M) Indicates a Move of Text but no Change in Text, Rate or Regulation
- (N) Indicates a New Rate or Regulation
- (R) Indicates a Rate Reduction
- (T) Indicates a Change in Text but no Change in Rate or Regulation.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff. (T)

(T)  
|

President - Texas  
Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
Effective: October 28, 2001

LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 3.1  
Revision: 1  
Replacing: Original

PHYSICAL COLLOCATION  
(REGULATIONS)

2. DEFINITIONS (Cont'd)

Legitimately Exhausted (Cont'd)

At the time that SWBT denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, SWBT must provide to the CLEC, upon request, the following information: (1) a detailed explanation of SWBT's determination and all reasons in support thereof; (2) the access line forecast used in making the determination as defined above; and (3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size, and current and projected use of all areas reserved for SWBT's future growth or reserved for use by SWBT's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, SWBT shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. In the dispute resolution process, SWBT shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable, and nondiscriminatory. In addition, SWBT shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. SWBT shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services, and other affiliates.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Tariff.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

Rooftop or Premises Space - Denotes the space on the rooftop of SWBT's Eligible Structure, parapet or other exterior space of an Eligible Structure that provides an unobstructed line-of-sight for the placement of microwave antenna (s), including supporting masts and roof mounts.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

(N)

(N)

(M)

(T)

(M) (T)

President - Texas  
Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
Effective: October 28, 2001

LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 5  
Revision: 3  
Replacing: 2

PHYSICAL COLLOCATION  
(REGULATIONS)

4. RESPONSIBILITIES OF SWBT

4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this tariff, SWBT grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this tariff.

4.2 Contact Numbers

SWBT is responsible for providing the Collocator personnel a contact number for SWBT technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this tariff, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week, and SWBT will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

SWBT is responsible for making best efforts to provide prompt verbal notification to the collocator of significant outages or operations problems which could impact or degrade the collocator's network, switches, or services, with an estimated clearing time for restoral. In addition, SWBT will provide written notification within 24 hours. When trouble has been identified, SWBT is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

4.4 Service Coordination

SWBT is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.4.1 Assistance with Licensing and Permitting for Microwave

If SWBT's assistance is required in order for a Collocator to obtain necessary licenses or permits related to a Collocator's placement and/or use of microwave equipment, SWBT will not unreasonably withhold such assistance and the Collocator will pay all expenses associated with that assistance.

(N)  
|  
(N)

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

(T)  
|  
(T)

President - Texas  
Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
Effective: October 28, 2001

LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 9.1  
Revision: Original  
Replacing:

PHYSICAL COLLOCATION  
(REGULATIONS)

5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)

5.5.1 Collocator's Microwave Equipment and Facilities

The Collocator is solely responsible for engineering, purchasing and installing microwave equipment, including microwave antenna (s), mounts, towers or other antenna support equipment (also referred to as the Outdoor Unit, or ODU), and radio transmitter/receiver equipment in the Dedicated Space. The parties will coordinate structural engineering of the ODU, including the design and construction. All Collocator activity, except that provided by SWBT approved third party vendors, will require a SWBT escort. The Collocator is responsible for all charges associated with a SWBT escort, as reflected in paragraph 26.17.3 of SWBT's virtual collocation tariff. If the Collocator provides SWBT with eight (8) days advance notice of its intention to visit the Collocator's facilities, the Eligible Structure will be "manned" for purposes of the security escort rate. Pursuant to 47 CFR Part 17, the Collocator is the antenna structure owner of any antenna structure that it engineers, purchases and installs. All microwave antennas must be physically interconnected to the Collocator's collocation equipment. The Collocator's collocated equipment at the Eligible Structure must be placed in either a virtual collocation arrangement or one of the available collocation options listed in paragraph 6.1.1 of this tariff, excluding any adjacent off-site arrangements.

Before installation of the Collocator's microwave transmission facilities for access to collocation, the Collocator must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable, for any towers or support structures, as may be required by authorities having jurisdiction over same.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

President - Texas  
Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
Effective: October 28, 2001

LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 9.2  
Revision: Original

PHYSICAL COLLOCATION  
(REGULATIONS)

5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)

5.5.1 Collocator's Microwave Equipment and Facilities (cont'd)

SWBT, after coordination with the Collocator, will determine the placement and location of microwave equipment on the Rooftop or Premises Space, SWBT shall provide unobstructed line-of-sight for microwave transmission facilities for access to collocation where technically feasible, but such line-of-sight is not guaranteed to be available. If SWBT requires a building enhancement modification or through placement of additional equipment obstructs the Collocator's existing line of sight, SWBT will work with the Collocator to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The cost of this modification will be borne by SWBT. SWBT will treat applications for installation of microwave transmission facilities for access to collocation on a first-come, first-served basis. If a third party applies to place equipment on the roof so that an existing line of sight would be obstructed, the third party application will be denied unless all three parties agree to move an existing arrangement to allow for a clear line of sight. The costs of moving existing rooftop facilities will be borne by the third party. SWBT retains the right to assign space.

The Collocator is solely responsible for ensuring that (1) the direction of transmission and frequencies transmitted do not interfere with the spectrum of frequencies currently being transmitted or licensed to be transmitted from the eligible structure; (2) acceptable "line of sight" capabilities and all other matters involving performance of the microwave path; and (3) the microwave equipment is maintained, and the microwave space is in good working condition.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

President - Texas  
Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
Effective: October 28, 2001

LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 20.1  
Revision: Original  
Replacing:

PHYSICAL COLLOCATION  
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.8 (Cont'd)

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

6.9 Microwave Transmission Facilities For Access To Collocation

This option allows Collocators, subject to the terms and conditions of this tariff, to place microwave equipment in an Eligible Structure to obtain access to a collocation arrangement containing equipment necessary for interconnection with SWBT or access to SWBT's unbundled network elements. The following three essential components will be used: (1) Rooftop or Premises Space; (2) access to space for the installation or riser cable to connect the antenna(s) on the rooftop of the Eligible Structure with the electrical interface equipment inside the Eligible Structure; (3) placement of the electrical interface equipment within the physical or virtual collocation arrangements described in SWBT's tariff and selected by the Collocator, except for adjacent off-site arrangements.

SWBT will provide Rooftop or Premises Space in one (1) square foot increments; rooftop preparation or conditioning, if the roof or premises requires preparation or conditioning in order to support the Collocators antenna structure or ODU; weatherproof penetration and weatherproof housing, if needed; space and racking for the Collocator's cable to connect the antenna and the collocation space; and the collocation space from those types of available physical collocation arrangements described in paragraph 6.1.1 (except adjacent off-site arrangements), or from the virtual collocation tariff.

SWBT agrees to allow a Collocator access to an existing SWBT-owned Cable Entry Hatch if space is available, at no charge. If a new Cable Entry Hatch is needed by the Collocator, SWBT shall provide a Cable Entry Hatch with four ports for coaxial or fiber cables, on a pro rata basis per collocator at the rate reflected in 21.31, following. The Collocator that requests the Cable Entry Hatch shall be entitled to place additional cables for microwave transmission facilities for

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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Southwestern Bell Telephone Company  
Austin, Texas  
Issued: September 28, 2001  
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LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 20.2  
Revision: Original  
Replacing:

PHYSICAL COLLOCATION  
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.9 Microwave Transmission Facilities For Access To Collocation (cont'd)

access to collocation up to the capacity of the installed Cable Entry Hatch without additional charges under section 21.31 of this tariff if the Collocator is the only party using the Cable Entry Hatch or on a pro rata basis if more than one Collocator is using the Cable Entry Hatch. SWBT shall allow another Collocator to place cables for microwave transmission facilities for access to collocation in the Cable Entry Hatch installed at the request of the first Collocator, up to the capacity of the installed Cable Entry Hatch. When another Collocator places cables for microwave transmission facilities for access to collocation in the Cable Entry Hatch installed at the request of a previous Collocator, SWBT will refund a pro rata share of any existing Collocator's charges under section 21.31 of this tariff. Waveguide may not be placed in the same Cable Entry Hatch or conduit as coaxial cable. SWBT retains engineering oversight over any changes to the Cable Entry Hatch.

The rates and charges for Rooftop or Premises Space preparation or conditioning, shall be determined on a case-by-case basis and shall be a Custom Work Charge, as described in Paragraph 20.1 following. The rates and charges for Rooftop or Premises Space Rental are as found in Paragraph 21.29 following. The rates and charges for Antenna (ODU) to Collocation Connection are as found in Paragraph 21.30 following. The rates and charges for Cable Entry Hatch are as found in Paragraph 21.31 following. The rates and charges for the physical or virtual collocation arrangement selected by the Collocator shall be those rates and charges described in this physical collocation or SWBT's virtual collocation tariff, as appropriate.

6.9.1 Microwave Riser/Connecting Cable

The Collocator may, unless technically and structurally infeasible, use coaxial cable, dielectric fiber or waveguide to/from the collocation space and the antenna or ODU. Coaxial, fiber, or waveguide cable will be allowed as the transmission medium between the antenna or ODU and the collocation space inside the Eligible Structure unless SWBT can show that the coaxial cable or waveguide to be used will impair SWBT's ability to service its own customers or subsequent collocators.

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PHYSICAL COLLOCATION  
(REGULATIONS)

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

- 8.1.1 The Collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space. Collocation requests utilizing facilities other than fiber will be provided as an ICB, except in the case of microwave transmission facilities for access to collocation described in Paragraph 6.9. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators. (D) (T) (T)
- 8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by pro-rating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.
- 8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SWBT, and leaving sufficient length in the cable in order for SWBT to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

20. RATE ELEMENTS (Cont'd)

20.27 Space Availability Report Charge (cont'd)

(M)

modifications in the use of space since the generation of the last available report, and measures that SWBT is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Paragraph 21.27 following.

20.28 Collocation to Collocation Connection

This rate element includes physical-to-physical and cageless-to-cageless connection options.

(A) Fiber Cable

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements within the Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(B) Copper Cable (28 DS1s)

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements within the Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(M)  
(D)

(C) Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements with the Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

20.29 Rooftop or Premises Space Rental

The Rooftop or Premises Space rental rate recovers SWBT's cost for renting to the Collocator space on the Rooftop or Premises space for the placement of microwave equipment, including antenna (s), mounts, pole or tower, and associated support equipment, maintenance of the Cable Entry Hatch, access feasibility, roof location determination, application review, corporate real estate, review of application, and implementation of authorizations. This rate is found in Paragraph 21.29.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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(SERVICES AND RATES)

20. RATE ELEMENTS (Cont'd)

20.30 Antenna (ODU) to Collocation Connection

This rate element includes the cabling connection from the antenna to the physical or virtual collocation arrangements. The rate per month covers the cost of the shared rack. The nonrecurring charge covers the cost to SWBT for engineering the connecting cable route and the engineering and construction of the dedicated rack.

(A) Fiber Cable

This rate element provides for direct cabling using fiber optic between a microwave antenna and a collocation arrangement at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.30.

(B) Waveguide Cable

This rate element provides for direct cabling using waveguide between a microwave antenna and a collocation arrangement at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.30.

(C) Coaxial Cable

This rate element provides for direct cabling using coaxial cable between a microwave antenna and a collocation arrangement at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.30.

20.31 Cable Entry Hatch

This non-recurring element covers the cost to SWBT of engineering, furnishing and installing the weatherproof housing and penetration. The rate is as specified in 21.31.

20.32 SONET Interconnection Arrangements

This rate element provides for the ability of collocators to interconnect with SWBT using OC3 and OC12 SONET interconnections. This rate element presumes that the collocator has also acquired a fiber interconnection arrangement.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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# **ATTACHMENT G**

**EXCERPTS FROM MCI/PACIFIC  
BELL AGREEMENT  
ADOPTED BY XO  
RE: MICROWAVE COLLOCATION**

INTERCONNECTION AGREEMENT

BETWEEN

NEXTLINK CALIFORNIA, INC.

AND

PACIFIC BELL

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C. Microwave Collocation

Where technically feasible, Pacific will provide for physical collocation of microwave equipment (limited to transport and termination equipment) necessary for interconnection of CLEC's network facilities to Pacific's network or access to unbundled network facilities to Pacific's Network Elements, on the roofs of Pacific's Central Office Buildings.

Microwave Collocation includes placement of supporting masts and microwave antenna(e) on the roof top or other suitable exterior spaces of Pacific's Central Offices. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, and it shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that the Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by Pacific where technically feasible but is not guaranteed to be available.

1. Provisioning Process and Fees:

- a. Site Visit Request: CLEC may, at its option, provide a Site Visit Request to Pacific, in writing, setting forth the names of the Pacific Central Office Building(s) CLEC wishes to visit for potential Microwave Collocation. Such site visit consists of an CLEC representative and appropriate Pacific personnel visiting a Pacific Central Office building for the purpose of determining whether an unobstructed line-of-sight may be technically feasible. Such Site Visit does not obligate CLEC to request, or Pacific to provide, Microwave Collocation on the site. The site visit will take place within 10 business days of receipt by Pacific of CLEC's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC will submit a Site Visit Request fee of \$250.00 for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by Pacific to CLEC at Pacific's loaded labor rates on a per hour basis.

- b. Microwave Collocation Application

CLEC shall submit an application, a form of which is set forth in Appendix G hereto, for each Central Office building where CLEC seeks Microwave Collocation. CLEC shall specify in writing whether Pacific should provide a "Track A" or "Track B" quote, or both, as described more fully below.

For each Microwave Collocation application submitted, Pacific shall charge an application fee of \$600.00, provided

CLEC has also made a bona fide request or has submitted an application for physical or virtual Collocation within fifteen (15) business days of submitting the Microwave Collocation Application. Otherwise, the Microwave Collocation Application Fee shall be \$1,357.00. Pacific will deduct \$250.00 from the Application Fee if in Pacific's sole judgment an additional Site Visit is not required after receipt of the Microwave Collocation application. The Application Fee is due and payable with the submission of the Microwave Collocation application.

c. Site Visit

If a Site Visit has not been performed pursuant to (a) above, within ten (10) business days of receiving CLEC's Microwave Collocation Application the Parties shall visit the Central Office building where Microwave Collocation has been requested to determine whether an unobstructed line-of-sight is technically feasible.

If an unobstructed line-of-sight appears to be technically feasible, then Pacific will develop a quote(s) for the Microwave Collocation, as set forth below. If an unobstructed line-of-sight does not appear to be technically feasible, within ten (10) days of the site visit Pacific will provide CLEC a written explanation of the technical infeasibility of the Microwave Collocation.

d. Preparation of Quote(s)

Within thirty (30) business days of receiving the Microwave Collocation application from CLEC, Pacific will provide, as more fully described below, (1) a Written Assessment, (2) Track A and/or Track B quote(s) and (3) a quote for the Monthly Recurring Charges. A Track A quote shall state that Pacific will be responsible for performing the necessary Microwave Collocation work.

Where a list of Pacific-approved contractors is available, CLEC may, under Track B, select the subcontractor(s) to provide the necessary work for the Microwave Collocation arrangement or perform the work itself, if deemed a Pacific-approved contractor. If CLEC elects to subcontract the work for the Microwave Collocation arrangement, CLEC will also pay Pacific to monitor and/or supervise such work. All such work contracted by CLEC will be performed under the reasonable supervision of Pacific personnel and comply with Pacific's nondiscriminatory practices and procedures. Escorted access will also be provided as necessary by Pacific, at CLEC's expense, as

described below. Pacific or its designated subcontractors shall perform all necessary work outside of the Microwave Collocation arrangement (including work associated with grounding, power and building modifications) unless otherwise agreed to by the Parties. In any event, all work performed shall be done exclusively by Pacific-approved providers. The quote(s) shall reflect the specifications submitted by CLEC and may change based on the actual field conditions encountered during construction.

(1) Written Assessment:

This shall include:

- (a) A statement of technical feasibility, including information on line of sight and any obstructions;
- (b) Support structure requirements (i.e., Pacific shall indicate whether CLEC shall use a parapet mount, wall mount, ground mount, etc.);
- (c) Preliminary construction drawings that show the relevant roof plan, elevations as necessary, and support structure detail; and
- (d) Electrical drawings.

(2) Quotes:

- (a) The Track A Quote shall set forth separate, itemized charges for the following work:

- (i) Architect Fees.

- This shall be a quote actually received from a Pacific-approved architect plus appropriate loadings for Pacific Personnel. The standard building permit application process will be handled by Pacific's architect. Any Conditional Use Permit (CUP) requirements will be handled pursuant to (e) below.

- (ii) Engineering Study.

- An Engineering Study will only be performed if necessary to maintain the integrity of the roof-top location or if required by a relevant permitting agency. The fee quoted

for the study will be the sum of the hourly charges for time spent by Pacific's Engineers.

(iii) Permitting Review:

This shall be the sum of the hourly charges of Pacific Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Pacific shall have final approval authority on all proposed conditions (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Pacific shall have the right to be represented at all hearings in connection with governmental approvals, such approval shall not be unreasonably withheld.

(iv) Microwave Equipment Installation:

This shall include:

- (a) Mounting of microwave antenna(e) and support structure, as required;
- (b) Installation of required coaxial cable;
- (c) Installation of any required conduit to the interior physical Collocation space;
- (d) Coring, if required;
- (e) Weatherproofing, if required;
- (f) Electrical modifications, including grounding; and
- (g) Antenna specialist, if required.

This Microwave Equipment Installation quote shall be a quote actually received from a Pacific-approved contractor plus appropriate labor

loadings for Pacific personnel.

(v) Pacific Supervision of Installation.

This shall be the sum of hourly charges of any Pacific Real Estate Specialists or Project Managers who monitor the installation performed by Pacific's contractor. All necessary monitoring and related activity undertaken by Pacific employees shall not exceed a total of two hours per day of construction unless circumstances reasonably warrant additional time.

(vi) Special Security Construction.

If Pacific demonstrates that new, secure access to the Microwave Collocation location is reasonably necessary or if CLEC so desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by Pacific to CLEC. The construction quote shall be a quote actually received from a Pacific-approved contractor plus appropriate loadings for work performed by Pacific personnel.

(b) The Track B Quote shall set forth separate itemized charges for the following work:

(i) Architectural Plan Review:

This shall be the sum of hourly charges of Pacific Architects necessary to review the plans. Pacific shall not charge in excess of two hours for such review of draft(s), unless Pacific demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

(ii) Permitting Review:

This shall be the sum of the hourly charges of Pacific Real Estate and/or

Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Pacific shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Pacific shall have the right to be represented at all hearings in connection with governmental approvals.

- (iii) Electrical and/or Building Modification Work.

If not otherwise agreed by the Parties to permit CLEC to perform the following work outside the Microwave Collocation arrangement, Pacific will include a quote for Pacific to perform coring within the Central Office, if required, weather proofing, if required, electrical modifications (including grounding) or other Central Office building modifications.

- (iv) Supervision of General Contractor:

This shall be the sum of the hourly charge of any Pacific Real Estate Building Specialists or Project Managers who monitor the installation performed by CLEC's contractor. All necessary monitoring and related activity undertaken by Pacific employees shall not exceed a total of two (2) hours per day of construction unless Pacific demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

- (v) Special Security Construction:

This shall be the same element as set forth in Section C.1.d(2)(a)(vi) above.

(c) Recurring Charges

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee.

The Monthly Recurring Roof-Top Space Rental Fee shall be (for all regions in Pacific's territory except San Diego and Costa Mesa) within the range of \$131.00 to \$182.00 per Microwave Collocation up to 25 square feet (5'x5' space) for the initial term of this Agreement. The actual roof-top space rental fee will be established on a central office basis. CLEC is limited to the placement of two microwave antenna(e) within this 5x5 feet space, each with a limit of 30 inches in diameter and/or under 20 feet in height from the point of attachment, subject to line-of-sight and structural engineering guidelines. At no time shall an antenna(e) be directed across open roof space without approval of Pacific which shall not be unreasonably withheld. Requests for larger or additional equipment will be handled on an individual case basis (ICB).

The Commencement Date for payment of the Space Rental Fee shall be the date of the Final Method of Procedure meeting as described in paragraph (f) "Schedule," below.

(ii) Escorted Access.

Where necessary, as set forth in paragraph XI.C.4 below, Pacific shall charge an hourly rate for Escorted Access to the Microwave Collocation location based on the

hourly labor rate for the required Pacific personnel required.

All quotes shall be valid for ninety (90) days from issuance, and CLEC shall accept, reject or request changes within such time period. To accept a quote, CLEC shall so state in writing and shall pay Pacific 50% of the total estimated charges (“Initial Payment”) with the balance due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. The date of such payment shall be the Start Date for purposes of this agreement.

e. Equipment and Testing:

CLEC shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. CLEC shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

f. Conditional Use Permit Process.

CLEC shall be responsible for obtaining all relevant Conditional Use Permits (CUPs) and shall bear all costs and fees. CLEC shall regularly apprise Pacific of the status of such permitting and consult with Pacific as reasonably necessary. If appropriate permits can be obtained for a nonpenetrating roof mount (NPRM) antenna(e), but a CUP is required for the parapet mounted antenna(e), an NPRM for Microwave Collocation may be placed on Pacific’s Central Office building, if technically feasible, on a temporary basis. The NPRM will be removed, at CLEC’s expense, within 30 days of obtaining the CUP for the parapet mounted antenna(e). If, however, CLEC uses good faith efforts but is unable to obtain the CUP within 120 days of submitting its CUP request, upon Pacific’s request, the Parties shall meet and confer to negotiate in good faith to either extend the length of time the NPRM may remain on the Central Office building or reach agreement on an alternative form of interconnection. If the Parties cannot reach agreement within 30 days of such meet and confer meeting, then either Party may invoke the Alternative Dispute Resolution (ADR) procedures set forth at Section XVII. Notwithstanding such ADR procedures, the Parties shall not be bound by the ADR process for disputes under

this paragraph and shall reserve their rights under the Telecommunications Act for such disputes. CLEC reserves all rights to assert an NPRM is required to permit Microwave Collocation on a permanent basis and Pacific reserves its rights to claim that it is not required.

Pacific shall cooperate with CLEC, and CLEC shall pay Pacific the hourly rates for time reasonably necessary and actually spent by Pacific Real Estate or Project Managers on the permitting process. Pacific shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all CUP hearings.

g. Schedule:

The Initial Microwave Collocation Method of Procedure (MOP) meeting between the Parties and the contractor(s) shall be held within ten (10) business days of the Start Date or receipt of all necessary permits, whichever is later. Installation of the Microwave Collocation will be complete within ten (10) business days of the MOP, provided (1) CLEC has delivered all the necessary microwave and related equipment to the Central Office prior to or on the date requested by the contractor; (2) all necessary permits have been issued, (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow) (4) there are no concurrent Pacific projects, under way or planned that interfere with the completion of CLEC's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no Acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting the Parties shall review and approve the hand-off of the Microwave Collocation.

2. No Property Right Conferred

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in Pacific's property, and CLEC hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of Pacific's property solely for the purposes set forth herein. The method of placing CLEC's antenna(e) on Pacific's roof will be determined by Pacific (e.g., whether parapet or wall mount, etc.). A limit of two (2) CLEC microwave collocation arrangements per

Central Office will be permitted unless otherwise agreed by the Parties.

Title to CLEC's Microwave Collocation equipment shall remain in CLEC as the property of CLEC and shall not become fixtures to Pacific's property.

3. Responsibilities of the Parties

- a. CLEC shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, including without limitation, conditional use permits and building permits FCC licenses and FAA approval, to operate and maintain CLEC's facilities during the Term of this Agreement.
- b. CLEC shall not use Pacific's property or permit CLEC's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC's Microwave Collocation equipment. CLEC shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- c. Where Pacific performs the installation work, (i.e., Track A) Pacific shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. Pacific shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. Pacific shall require that all Contractors include CLEC as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work, and shall indemnify CLEC from losses, costs and expenses incurred as a result of contractor's work. CLEC hereby acknowledges and agrees that Pacific shall not be liable for the work performed, materials, supplies, or work products furnished by any contractor, and that CLEC shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing Pacific from any claim or liability therefrom except to the extent of the negligence or willful misconduct

of Pacific in the performance of its project management activities.

- d. Notwithstanding any other provision of this Agreement, CLEC hereby acknowledges that Pacific may have existing wireless communications facilities of its own or of other tenants or licensees on or at Pacific's Central Office, and/or Pacific may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at Pacific's Property ("Aggregating Providers"). CLEC shall cooperate with Pacific and all other Aggregating Providers so as to reasonably accommodate the needs and requirements of such Aggregating Providers with respect to the installation, operation use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to Pacific's property, including utility connections and access.
- e. Upon the expiration or termination of this Agreement, CLEC shall surrender the Microwave Collocation space to Pacific in its original condition and in good order and repair, less ordinary wear and tear. CLEC, at its expense, to Pacific's reasonable satisfaction, shall repair any and all damages caused by removal of CLEC's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event CLEC fails to remove its Microwave equipment, Pacific shall have the right to retain such Microwave equipment and all rights of CLEC with respect to it shall cease CLEC shall be liable to Pacific for all costs of removal, restoration of the property, and the costs of storage, transportation, sale or other disposition of such Microwave equipment incurred by Pacific.
- f. CLEC shall obtain and maintain, at its sole cost, throughout the term of this Agreement, the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, (4) Employer's Liability with limits of \$1,000,000.00 per occurrence, and (5) standard form property insurance ("All Risk" coverage) equal to 100% replacement cost covering CLEC's property. CLEC shall name Pacific as an additional insured with respect to the above Commercial General Liability insurance. CLEC waives any rights of recovery against

Pacific for injury or loss due to hazards covered by its insurance and CLEC shall require such insurance policies to contain a waiver of recovery against Pacific, its parent, affiliates and its and their directors, officers, and employees. All insurance policies carried by CLEC shall be with companies that have a general policy holder's rating of not less than "A: and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports. CLEC shall furnish Pacific within twenty (20) days of the date of this Agreement written evidence of insurance as required above to Pacific's reasonable satisfaction, including a statement providing for written notification to Pacific by the insurer not less than thirty (30) days prior to cancellation or reduction of any required coverage.

- g. At its sole cost and expense, CLEC shall maintain CLEC's provided Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from Pacific, Pacific shall have the right but not the obligation to clean up the space on CLEC's behalf. In such event, CLEC shall be liable to Pacific for the cost and expense of such work, upon written demand.

#### 4. Secure Access

Pacific shall provide CLEC, and its employees, authorized agents and contractors access to CLEC's Microwave Collocation arrangement, twenty-four (24) hours a day, seven (7) days a week, subject to Pacific's access and security regulations, rules or policies which may govern at Pacific's property. CLEC acknowledges and agrees that in most, if not all cases, Pacific's property is a secured location and that access rights will be restricted to only those areas necessary to reach CLEC's Microwave Collocation arrangement(s). CLEC and its agents and contractors shall at all times while on Pacific's Property carry picture identification designating each such person as a representative of CLEC. Further, CLEC hereby covenants to exercise all due care so as not to interfere with any operations of Pacific or Pacific's licensee, tenants or occupants. And still further, CLEC hereby acknowledges that in some cases, CLEC's access shall be conditioned upon accompaniment by Pacific representative, which cost shall be borne solely by CLEC.

# **ATTACHMENT H**

**EXCERPTS FROM TENNESSEE  
XO-BELLSOUTH ICA  
(Attachment 4, § 5.6.1 & Exhibit C)**

**Amendment to the Agreement  
Between  
XO Communications Services, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated November 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("XOCS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and XOCS entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete and replace in its entirety Attachment 4 of the Agreement with Exhibit 1 attached hereto.
2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

**XO Communications Services, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kristen E. Shore  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: Director  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 4**  
**Central Office Collocation**

will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, XOCS will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. XOCS shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. XOCS shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of XOCS' equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify XOCS' equipment in the case of an emergency. For caged Collocation Space, the identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. XOCS may elect to place XOCS-owned or XOCS leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. XOCS will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location by BellSouth. XOCS will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to XOCS' equipment in the Collocation Space. In the event XOCS utilizes a non-metallic, riser-type entrance facility, a splice will not be required. XOCS must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in the manhole. XOCS is responsible for the maintenance of the entrance facilities.
- 5.6.1 Microwave Entrance Facilities. At XOCS' request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated terms and conditions as set forth in Exhibit C to this Attachment.

**MICROWAVE TRANSMISSION FACILITIES IN CONJUNCTION WITH  
PHYSICAL COLLOCATION**

**1. Scope of Exhibit**

- 1.1 Where technically feasible, BellSouth will allow the placement of microwave transmission equipment on the rooftop or on a suitable exterior space of a BellSouth Premises, as defined in Section 1.1 of this Attachment 4. The microwave transmission facilities will be used as an entrance facility in conjunction with a physical collocation arrangement located within the same BellSouth Premises. Such microwave equipment will be limited to that which is necessary for <customer\_short\_name> to interconnect with BellSouth's services/facilities or access BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.
- 1.2 Microwave transmission facilities include the placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the rooftop or on other suitable exterior spaces of a BellSouth Premises, but does not include the construction of towers on the rooftop of a BellSouth Premises or adjacent to the BellSouth Premises. The Parties will work together to determine the preferable type of antenna mount and will consider such factors as permitting requirements, roof maintenance issues, building structural capacity, and any other relevant factors that may apply; however, BellSouth shall have final approval of the type of antenna mount that will be used by <customer\_short\_name>.
- 1.2.1 <customer\_short\_name> is limited by building and structural support constraints for the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave radio antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines (e.g., weight, wind load). Such equipment will be subject to a structural analysis, in accordance with Section 2.3 of this Exhibit D, that must be performed by <customer\_short\_name>'s BellSouth Certified Supplier at <customer\_short\_name>'s sole expense, to ensure that the equipment does not overload the building structure. A copy of the structural analysis shall be provided to BellSouth for its review and evaluation, upon completion of this document by <customer\_short\_name>'s BellSouth Certified Supplier. If the structural analysis indicates a determination and recommendation that structural reinforcement is required in order to accommodate the placement of the requested diameter, weight, and height of such microwave antenna(e), <customer\_short\_name> will not be allowed to place such microwave antenna(e) on the rooftop of the BellSouth Premises. <customer\_short\_name>

agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna(e) be directed across open rooftop space without approval of BellSouth, which shall not be unreasonably withheld.

1.3 No Property Right Conferred. Notwithstanding anything contained herein to the contrary, the placement of microwave transmission facilities on a BellSouth rooftop or other suitable exterior space, which is used in conjunction with <customer\_short\_name>'s physical collocation arrangement, in the same BellSouth Premises, shall not confer or be deemed to confer any property interest or right in BellSouth's property, and <customer\_short\_name> hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. The title to <customer\_short\_name>'s microwave transmission facilities equipment shall remain with <customer\_short\_name> as the property of <customer\_short\_name> and shall not become a fixture to a BellSouth Premises.

1.4 Bonding and Grounding. <customer\_short\_name>'s BellSouth Certified Supplier will be responsible for provisioning the grounding and bonding of <customer\_short\_name>'s microwave transmission facilities and any additional rooftop grounding necessary to protect BellSouth's equipment or other occupants' equipment located in the BellSouth Premises. Collocated microwave transmission equipment must comply with extraordinary bonding and grounding requirements, pursuant to Section 2.5 on this Exhibit D. These requirements may necessitate the utilization of more interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space as calculated in accordance with the requirements in Section 8.6 of this Attachment 4, floor space charges will be based upon the minimum amount of floor space required to accommodate the requested collocated equipment arrangement that will comply with the requirements of Section 2.5 of this Exhibit D.

## 2. Provisioning of Microwave Transmission Facilities

2.1 Site Visit to Determine Line of Sight. <customer\_short\_name> will submit a site visit request (Site Visit Request to Determine Line of Sight) in writing to BellSouth prior to the submission of an application for physical collocation within the BellSouth Premises, setting forth the name(s) of the BellSouth Premises that <customer\_short\_name> wishes to visit for the purpose of determining the potential for placing microwave transmission facilities at this

location. The site visit will take place within fifteen (15) business days of BellSouth's receipt of <customer\_short\_name>'s Site Visit Request to Determine Line of Sight document or as soon thereafter as agreed to by the Parties. Such site visit will consist of <customer\_short\_name>'s representative(s) and appropriate BellSouth personnel visiting a BellSouth Premises for the purpose of <customer\_short\_name> determining whether an unobstructed line-of-sight is technically feasible from the rooftop or other suitable exterior space of the BellSouth Premises. Such site visit will not obligate <customer\_short\_name> to request, or BellSouth to provide, microwave transmission facilities at a particular BellSouth Premises. When <customer\_short\_name> submits an application for physical collocation, which includes a request for microwave transmission facilities, BellSouth will determine the feasibility of installing microwave equipment for the particular BellSouth Premises requested based on the information provided by <customer\_short\_name> in the application submitted to BellSouth. <customer\_short\_name> will be charged for the reasonable costs incurred by BellSouth for travel, if required, to each site visit requested by <customer\_short\_name>. The fee assessed by BellSouth for the site visit will be billed as a nonrecurring charge per visit, per central office, after the site visit has been completed. The fee for the Site Visit to Determine Line of Sight for microwave transmission facilities is set forth in Exhibit B of this Attachment 4.

- 2.2 Line-of-Sight. BellSouth will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that microwave transmission facilities require an unobstructed line-of-sight and <customer\_short\_name> is responsible for making an unobstructed line-of-sight determination for each BellSouth Premises that it requests to install microwave transmission facilities. Unobstructed line-of-sight will be provided by BellSouth will provide unobstructed line-of-sight, where technically feasible, but BellSouth offers no guaranteed that unobstructed line-of-sight is available for the BellSouth Premises requested by <customer\_short\_name>. BellSouth will work cooperatively with <customer\_short\_name> in determining a suitable space for <customer\_short\_name>'s equipment on the rooftop or other suitable exterior space for the requested BellSouth Premises. If BellSouth requires a building enhancement or modification where structural reinforcement is not required, or if the placement of additional equipment obstructs <customer\_short\_name>'s existing line of sight, BellSouth will work cooperatively with <customer\_short\_name> to move the antenna mount or raise the height of the antenna mount, which will not be permitted to exceed the 20 foot height limitations set forth in Section 1.2.1 of this Exhibit D, for an unobstructed line of sight. BellSouth will be responsible for the costs of this modification. BellSouth will not be responsible for moving <customer\_short\_name>'s antenna(e) mount(s), if through no fault of its own, BellSouth determines that a vertical building addition is needed due to space exhaust in a particular BellSouth Premises. BellSouth shall notify

<customer\_short\_name> six months prior to the start of a BellSouth Premises building addition so that <customer\_short\_name> can arrange, at its sole expense, for <customer\_short\_name>'s BellSouth Certified Supplier to remove its microwave transmission facilities from the BellSouth Premises.

- 2.2.1 If a third party requests to place microwave transmission equipment on the rooftop that obstructs <customer\_short\_name>'s existing line-of-sight, the third party's application will be denied unless all three parties mutually agree to move <customer\_short\_name>'s existing microwave transmission equipment to allow for a clear line-of-sight, not to exceed the 20 foot height limitation required pursuant to Section 1.2.1 of this Exhibit D. The costs and expenses to move <customer\_short\_name>'s existing microwave transmission equipment will be borne by the third party requesting permission to place its own microwave transmission equipment.

- 2.3 Structural Analysis. After <customer\_short\_name> has completed its site visit to a requested BellSouth Premises to determine line-of-sight, but prior to the submission of an application for physical collocation with microwave transmission facilities, <customer\_short\_name> must, at its sole expense, provide a structural analysis to BellSouth. If <customer\_short\_name>, or <customer\_short\_name>'s BellSouth Certified Supplier, has determined that a site visit is necessary to perform the structural analysis, pursuant to Section 1.2.1 in this Exhibit D, <customer\_short\_name> will submit a site visit request (Site Visit Request to Perform Structural Analysis) in writing to BellSouth prior to the submission of an application for physical collocation within the BellSouth Premises, indicating the name(s) of the BellSouth Premises that <customer\_short\_name> requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of microwave transmission facilities. This site visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 2.3, when <customer\_short\_name> requests a site visit to determine line-of-sight. The fee assessed by BellSouth for the site visit required by <customer\_short\_name> to perform the structural analysis will be billed as a nonrecurring charge per visit, per central office, after the structural analysis site visit has been completed. The fee for the Site Visit Request to Perform Structural Analysis is set forth in Exhibit B of this Attachment 4.

If <customer\_short\_name>'s BellSouth Certified Supplier is able to perform the structural analysis without visiting the requested BellSouth Premises, no fee for the Site Visit Request to Perform Structural Analysis will be assessed to <customer\_short\_name> by BellSouth.

A copy of the structural analysis must be submitted with the application for physical collocation when microwave transmission facilities are requested, before BellSouth will permit the application to be bona fide.

2.4 Antenna Placement. <customer\_short\_name> is limited to the placement of two (2) microwave antenna(e) within its designated rooftop space, unless otherwise agreed to by the Parties. <customer\_short\_name> must submit an Initial Application for physical collocation with microwave transmission facilities with an Initial Application Fee for Microwave Transmission Facilities when requesting the placement of initial microwave transmission equipment at a BellSouth Premises. A Subsequent Application and the Subsequent Application Fee for Microwave Transmission Facilities must be submitted when <customer\_short\_name> requests that it be permitted to place additional microwave transmission equipment or move existing microwave transmission equipment outside <customer\_short\_name>'s designated rooftop space at a BellSouth Premises. <customer\_short\_name> must submit <customer\_short\_name> may not construct improvements or make any modifications to BellSouth's rooftop space or its microwave transmission facilities, except as noted herein, without prior written approval from BellSouth, which will not be unreasonably withheld. Construction and provisioning intervals for the installation or modification of <customer\_short\_name>'s microwave transmission facilities will follow the construction and provisioning intervals contained in Section 7 of this Attachment 4. Unless <customer\_short\_name> has requested written permission, and BellSouth has granted such permission, <customer\_short\_name>'s BellSouth Certified Supplier, may not perform any additional construction or installation of support equipment within <customer\_short\_name>'s rooftop space or any modification to the rooftop space of the BellSouth Premises. BellSouth will permit <customer\_short\_name>'s BellSouth Certified Supplier to (i) replace mounted equipment with equipment that is of like-size and weight or with smaller mounted equipment of similar functionality and (ii) perform routine repairs and maintenance to such microwave transmission facilities. BellSouth, or its designated BellSouth Certified Supplier, shall perform all necessary work associated with the microwave transmission facilities for the physical collocation arrangement involving AC power and building modifications, unless otherwise agreed to by the Parties.

2.5 Equipment Safety Requirements. <customer\_short\_name>'s microwave equipment must comply with all industry safety codes and the following specific safety requirements:

- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
- FCC OET Bulletin 65, dated 08/97
- Bellsouth Engineering and Installation Standards – Central Office Equipment, TR 73503-11, Section 6.14
- BellSouth Building Construction and Fire Safety Standard 16170- Roof (BellSouth Proprietary Document)
- American National Standards Institute:

- Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
- Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003

- All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

- 2.5.1 The operation of <customer\_short\_name>'s microwave transmission facilities equipment shall also comply with all applicable federal and state radio frequency guidelines.
- 2.6 Power/Environmental Requirements for Microwave Transmission Facilities. BellSouth will not provide power or environmental support to roof top space or other suitable exterior spaces to support <customer\_short\_name>'s microwave transmission facilities; however, if BellSouth agrees, in response to a specific request by <customer\_short\_name>, to provide AC power to the rooftop space or other suitable exterior spaces, <customer\_short\_name> will bear all associated costs and expenses specified by BellSouth to provide such requested services to <customer\_short\_name>. The cost for BellSouth to provide AC power will be determined on an individual case basis (ICB). Monthly recurring charges for AC power will be billed as either 120V Single Phase AC power or 240V Single Phase AC power at the rates indicated in Exhibit B to this Attachment 4.
- 2.7. Cable Provisioning. <customer\_short\_name>'s BellSouth Certified Supplier is responsible for providing and running the required cable from <customer\_short\_name>'s radio frequency equipment to its physical collocation space. BellSouth will be responsible for determining and providing the necessary dedicated conduit for <customer\_short\_name> to use in running its radio frequency equipment to its physical collocation space. BellSouth will assess <customer\_short\_name> seventy-five percent (75%) of the estimated ICB charges for the dedicated conduit at the time <customer\_short\_name> submits its Firm Order.
- 2.8 Equipment and Testing. <customer\_short\_name> shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, antenna support structure, and grounding, bonding and weather-proofing materials for the support structure or antenna(e) required for the microwave transmission facilities that will be used in conjunction with <customer\_short\_name>'s physical collocation arrangement in the same BellSouth Premises. <customer\_short\_name> shall also be solely responsible

for final adjustments (e.g., pointing) that are required to properly position <customer\_short\_name>'s antenna(e) at the BellSouth Premises.

3. **Application Process**

3.1 <customer\_short\_name> shall submit an application for physical collocation with a request to use microwave transmission facilities for each BellSouth Premises that <customer\_short\_name> seeks to use microwave transmission facilities in conjunction with its physical collocation arrangement located in the same BellSouth Premises.

4. **Preparation of Estimate/Application Response**

4.1 If BellSouth concludes that an unobstructed line-of-sight is not technically feasible, for a rooftop or other suitable exterior space at a BellSouth Premises requested by <customer\_short\_name>, BellSouth will provide <customer\_short\_name> with a written explanation of such technical infeasibility according to the Application Response interval, as set forth in this Attachment 4, or in accordance with an agreed upon interval negotiated by the Parties. BellSouth's explanation of technical infeasibility may include BellSouth's known business plans to construct an addition to the building, which would impact the line-of-sight required for microwave transmission facilities.

If rooftop or other suitable exterior space is available for microwave transmission facilities, BellSouth shall provide <customer\_short\_name> with an estimate of the cost to accommodate the microwave transmission facilities requested by <customer\_short\_name> in conjunction with its physical collocation arrangement. This estimate shall be provided to <customer\_short\_name> at the same time BellSouth provides its Application Response to <customer\_short\_name>'s application for physical collocation space, in accordance with Section .6.9 of this Attachment 4. After receiving <customer\_short\_name>'s complete and accurate application, BellSouth will provide, as more fully described below, an Application Response and estimate of the cost to accommodate the associated microwave transmission facilities requested by <customer\_short\_name> in a BellSouth Premises. This estimate shall include the monthly recurring charges for AC power, in accordance with the AC power rate set forth in Exhibit B of this Attachment 4. The estimate, which will be determined based on the specifications submitted by <customer\_short\_name> with <customer\_short\_name>'s application, may change based on the actual field conditions encountered during construction of the microwave transmission facilities. The Application Response and estimate of the cost to accommodate the associated microwave transmission facilities requested by <customer\_short\_name> in a BellSouth Premises shall reflect separate estimated charges for the following work activities related to

the installation of <customer\_short\_name>'s microwave transmission facilities:

- (i) Roof Inspection. BellSouth may require a roof inspection at any BellSouth Premises where <customer\_short\_name> requests microwave transmission facilities in conjunction with a physical collocation arrangement within the same BellSouth Premises. <customer\_short\_name> will bear the cost of the inspection, including any reasonable travel costs incurred by BellSouth, if any. BellSouth shall use a BellSouth Certified Supplier to perform this inspection. At BellSouth's discretion, BellSouth personnel may accompany the BellSouth Certified Supplier. The fee for the roof inspection, which will include all associated travel costs incurred by BellSouth, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer\_short\_name> submits its Firm Order. Such roof inspection shall not obligate BellSouth to allow microwave transmission facilities at a particular BellSouth Premises.
- (ii) Security Escort. <customer\_short\_name>'s request for escorted access to the roof of the requested BellSouth Premises will be provided by BellSouth, pursuant to Section 8.10 of this Attachment 4.
- (iii) Special Security Construction. If BellSouth determines that new secured access to the microwave transmission facilities is necessary, the costs associated with the construction of such access shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer\_short\_name> submits its Firm Order.
- (iv) Architectural Plan Review. This charge shall equal the sum of the hourly charges for the BellSouth Certified Suppliers employed by BellSouth to review <customer\_short\_name>'s plans for the microwave transmission facilities that <customer\_short\_name> proposes to use in conjunction with <customer\_short\_name>'s physical collocation space in the same BellSouth Premises. The fee for the architectural plan review, which includes all associated travel costs incurred by BellSouth, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer\_short\_name> submits its Firm Order.
- (v) Permitting Review. This charge shall equal the sum of the hourly charges for BellSouth personnel and/or the BellSouth Certified Suppliers employed by BellSouth, whose time is spent reviewing the permitting materials that will be used by <customer\_short\_name> to obtain the necessary permits for the placement of the requested microwave transmission facilities. BellSouth shall have final approval authority on all

proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. BellSouth shall have the right to be represented at all hearings in connection with any governmental approvals sought by <customer\_short\_name> in regard to the placement of microwave transmission facilities at a BellSouth Premises. The fee for BellSouth or BellSouth's Certified Suppliers to review the permitting materials that will be used by <customer\_short\_name> to obtain the necessary permits for the placement of microwave transmission facilities, which includes all associated travel costs incurred by BellSouth, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer\_short\_name> submits its Firm Order.

(vi) Exterior (and Related Interior) Building Modification Work. BellSouth will provide <customer\_short\_name> with an estimate of the costs that BellSouth anticipates it will incur for design services, labor, and materials to provide conduit from <customer\_short\_name>'s radio frequency equipment to <customer\_short\_name>'s physical collocation space within the same BellSouth Premises, or for any other exterior or related interior building modifications that may be also required. The fee for any building modifications, whether exterior, related interior, or both, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer\_short\_name> submits its Firm Order.

(vii) Supervision of <customer\_short\_name>'s BellSouth Certified Supplier. This charge shall equal the sum of the hourly charges of any BellSouth employees or BellSouth Certified Suppliers that are employed by BellSouth to monitor the microwave antenna support structure installation performed by <customer\_short\_name>'s BellSouth Certified Supplier, if BellSouth, at BellSouth's discretion, determines that such supervision is necessary. BellSouth's employees or BellSouth's Certified Suppliers shall have a level of expertise that is commensurate with the requirements for supervising the antenna support structure installation project and monitoring any associated construction work. The fee for supervision by a general contractor shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer\_short\_name> submits its Firm Order.

- 4.2 All estimates provided by BellSouth to <customer\_short\_name> shall be valid for thirty (30) calendar days from issuance and <customer\_short\_name> shall accept, reject or request changes within such time period, unless an extension is requested in writing by <customer\_short\_name> and granted by BellSouth. To accept the estimate prepared by BellSouth, <customer\_short\_name> shall submit a Bona Fide Firm Order (BFFO) and submit seventy-five percent (75%) of the total estimated charges to BellSouth with the BFFO. A true-up

of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the microwave transmission facilities.

- 4.3 The nonrecurring charges associated with the Initial Request for Microwave Transmission Facilities or a Subsequent Request for Microwave Transmission Facilities, as set forth in Exhibit B of this Attachment 4, cover the cost of the work time and work efforts performed by BellSouth personnel to review and evaluate <customer\_short\_name>'s request for the placement, additions to, or removal of microwave transmission facilities. If <customer\_short\_name> requests any additions, removals or changes to their physical collocation arrangement located within a BellSouth Premises, the appropriate nonrecurring Application Fee for physical collocation will apply in addition to the appropriate nonrecurring charge associated with the Initial Request for Microwave Transmission Facilities or the Subsequent Request for Microwave Transmission Facilities. If BellSouth cannot accommodate <customer\_short\_name>'s request for microwave transmission facilities, <customer\_short\_name> will have the option to revise their application to eliminate entrance facilities or request fiber cable entrance facilities. If <customer\_short\_name> chooses to revise their application to request no entrance facilities or to reflect the use of fiber cable entrance facilities, in lieu of microwave entrance facilities, the appropriate Initial or Subsequent Application Fee for physical collocation shall apply. All application fees will be billed at the time the Application Response is provided to <customer\_short\_name> by BellSouth.

5. **Pre-Design Meeting**

- 5.1 Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <customer\_short\_name> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of <customer\_short\_name>'s BFFO and <customer\_short\_name>'s payment of the appropriate application fees and any other agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the microwave transmission facilities that will be used in conjunction with <customer\_short\_name>'s physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO. The provisioning intervals that will apply to BellSouth's provisioning of the requested roof space or suitable exterior space for <customer\_short\_name>'s microwave transmission facilities will be provided to <customer\_short\_name> during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. At this same joint planning meeting, the Parties will also discuss and agree to the preliminary design of <customer\_short\_name>'s associated physical collocation space and the equipment configuration

requirements for this space, as reflected in the application and affirmed in the BFFO.

**6. Responsibilities of the Parties**

- 6.1 <customer\_short\_name> shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdictional authority, including, without limitation, use permits and building permits, FCC licenses and FAA approval, if required, to operate and maintain <customer\_short\_name>'s facilities during the term of this Agreement. In addition, some of the BellSouth Premises are located within the geographic boundaries of historical preservation areas. If <customer\_short\_name> applies for placement of microwave transmission facilities and equipment at a BellSouth Premises that is located within a historical preservation area, <customer\_short\_name> shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the historical preservation organization having authority over the appropriate historical preservation area.
- 6.2 <customer\_short\_name> shall not use BellSouth's property or permit <customer\_short\_name>'s employees, agents or BellSouth Certified Suppliers to perform any activities, work-related or otherwise, in or about the BellSouth Premises that is in conflict with any applicable law affecting the condition, use or occupancy of the BellSouth Premises or the installation, operation or maintenance of <customer\_short\_name>'s microwave transmission facilities that is being used in conjunction with <customer\_short\_name>'s physical collocation equipment. <customer\_short\_name> shall not commit any public or private nuisance or any other act or practice which might, or would, materially disturb the quiet enjoyment of any occupant(s) of nearby properties.
- 6.3 Notwithstanding any other provision in this Exhibit D, <customer\_short\_name> hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Premises, and BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers ("Other Wireless Carriers") for the installation, operation and maintenance of communications facilities on or at certain BellSouth Premises. <customer\_short\_name> shall cooperate with BellSouth and all Other Wireless Carriers to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's Premises, including utility connections and access. Subject to ownership of any exclusive frequency rights, <customer\_short\_name>'s

facilities shall not physically, electronically, or inductively interfere with existing BellSouth customers', other telecommunications carriers' customers' or other tower tenants' existing facilities. Each transmitter individually, and all transmitters collectively, at a given BellSouth Premises shall comply with appropriate federal, state, and/or local regulations governing the safe levels of radio frequency radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

- 6.4 At its sole cost and expense, <customer\_short\_name> shall ensure that <customer\_short\_name>'s microwave transmission facilities and/or equipment are properly maintained by the appropriate BellSouth Certified Supplier employed by <customer\_short\_name>. This responsibility shall include, without limitation, that all necessary repairs, replacements and restorations are performed by <customer\_short\_name>'s BellSouth Certified Supplier. In addition, <customer\_short\_name> shall keep its microwave transmission facilities in a good, neat, sanitary and workmanlike condition. If, after ten (10) calendar days of receiving written notice from BellSouth, <customer\_short\_name> fails to keep its microwave transmission facilities in such workmanlike condition, BellSouth shall have the right, but not the obligation, to clean up the space on <customer\_short\_name>'s behalf. In such event, <customer\_short\_name> shall be liable to BellSouth for the cost and expense of such work, upon written demand from BellSouth. Furthermore, <customer\_short\_name> and its BellSouth Certified Suppliers are required to take all necessary precautions to protect the roof membrane of the BellSouth Premises during initial construction, future alterations or additions, or maintenance visits to <customer\_short\_name>'s roof-mounted equipment. <customer\_short\_name>, at its sole cost and expense, shall make any repairs required due to roof damage caused by <customer\_short\_name>'s BellSouth Certified Supplier. A BellSouth Certified Supplier must perform any such repairs.

## 7. **Equipment Removal**

- 7.1 If, at any time, BellSouth determines that any of <customer\_short\_name>'s microwave transmission facilities or equipment or the installation of <customer\_short\_name>'s microwave transmission facilities or equipment does not meet the requirements outlined in this Exhibit D, <customer\_short\_name> will be responsible for the costs and expenses associated with the removal of such microwave transmission facilities or equipment or the modification of such microwave transmission facilities or equipment or the installation thereof to render it compliant. The removal of <customer\_short\_name>'s microwave transmission facilities or equipment must be done by a BellSouth Certified Supplier. If <customer\_short\_name> fails to correct any non-compliance with these standards or fails to demonstrate that the microwave transmission equipment is compliant within fifteen (15) calendar days written notice to <customer\_short\_name>,

BellSouth may have the microwave transmission facilities or equipment removed or the condition corrected at <customer\_short\_name>'s expense. Removal of microwave transmission facilities for collocation equipment shall be pursuant to the provisions of Section 4.4 of this Attachment 4. If <customer\_short\_name> no longer needs, or vacates its microwave transmission facilities, <customer\_short\_name>'s BellSouth Certified Supplier shall remove <customer\_short\_name>'s microwave transmission facilities and restore the roof of the BellSouth Premises to its original condition, excluding normal wear and tear.

**8. Collocation Attachment Provisions**

Any provision provided specifically herein shall be in addition to the applicable provisions contained in this Attachment 4.