Appendix 1 to NIM: Physical Methods of Interconnection

1. This section describes the current physical methods CLEC may use to obtain Interconnection for the exchange of Traffic with ILEC.

2. Mid-Span Fiber Interconnection (MSFI)

2.1.1. Mid-Span Fiber Interconnection (MSFI) between ILEC and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an ILEC tandem or end office. This interconnection will be on a point-to-point linear chain SONET system over single mode fiber optic cable.

2.2. There are two basic mid-span interconnection designs, as set out below.

2.2.1. Design One: CLEC's fiber cable and ILEC's fiber cable are connected at a technically feasible point between the CLEC location and the last entrance manhole at the ILEC central office.

2.2.1.1. The Parties may agree to a location, such as a large office building or a carrier hotel, with access to an existing ILEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the ILEC building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside an ILEC building. In this instance, CLEC will not incur fiber termination charges and ILEC will be responsible for connecting the cable to the ILEC facility.

2.2.2 The Parties may agree to a location, such as a large office building or a carrier hotel, with access to an existing fiber termination panel of CLEC or another provider. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the ILEC fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, ILEC will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

2.2.2.1 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and ILEC shall mutually determine provisioning, maintenance and ownership of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

2.2.2.2 Design Two: CLEC will provide fiber cable to the ILEC designated last entrance or manhole at the ILEC Tandem or End Office switch building with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for ILEC to pull the fiber cable to the ILEC cable vault for termination on the ILEC Fiber Distribution Frame (FDF). In this case the POI shall be at the ILEC designated manhole location.

2.2.2.3 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party’s FOT.

2.3. The Parties will mutually agree upon the precise terms of each MSFI. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

2.4. The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from ILEC.

2.5. The fiber connection point shall occur at the following locations:

2.5.1 Design One as described in 2.2.1 above; or

2.5.2 Design Two, A last designated ILEC entrance or manhole outside of the ILEC central office. In this situation, CLEC will provide sufficient fiber optic cable for ILEC to pull the cable into the ILEC cable vault for termination on the ILEC FDF. The POI will be at the manhole and ILEC will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

2.6. The ILEC tandem or end office switch includes all ILEC FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection. This location is ILEC' responsibility to provision and maintain.

2.7. In both designs, CLEC and ILEC will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s. The Parties will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and ILEC.

3. Collocation Interconnection

3.1. When CLEC provides its own facilities or uses the facilities of a third party to interconnect to a ILEC Tandem or End Office building and wishes to place its own equipment at that location, CLEC may interconnect with ILEC using the provisions of Physical Collocation as set forth in Appendix Collocation.

4. Leasing of ILEC' Facilities

4.1.1. CLEC will have the option to lease interconnection facilities within ILEC' network including transmission facilities that connect CLEC's network with ILEC' network at the rates found Pricing Schedule A and/or Pricing Schedule B as applicable. It is expressly understood that such leasing is to effect § 251(c)(2) interconnection and is not access to a UNE under § 251(c)(3), notwithstanding the reference to the rates in the price schedule.

5. Facilities And Cross Connects

5.1 Upon order by CLEC, ILEC shall cross connect transport facilities (DS-1, DS-3, OC-3, OC-12 and interoffice dark fiber) from any carrier with an appearance on ILEC

controlled distribution frame or panel for Interconnection at the TELRIC Rates listed in Pricing Schedule A and/or Pricing Schedule B as applicable for cross connects. It is expressly understood that such leasing is to effect § 251(c)(2) interconnection and is not access to a UNE under § 251(c)(3), notwithstanding the reference to the rates in the price schedule.