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Revised Physical Expanded Interconnection Service

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BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY

ACCESS SERVICES TARIFF

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BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.1 Reserved For Future Use

E20.2 Physical Expanded Interconnection Service (PEIS)

E20.2.1 General

- A. The Company shall provide Physical Expanded Interconnection Service (PEIS) in accordance with, and subject to, the rates, terms and conditions of this Tariff and any additional applicable regulations in other Company Tariffs. *The rates, terms and conditions contained within this Tariff shall only apply when the PEIS collocator is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Tariff.* The rates, terms and conditions of this Tariff apply only in the case of an application submitted pursuant to this Tariff; and any application submitted pursuant to this Tariff will be controlled solely and entirely by the rates, terms and conditions of this Tariff. The terms and conditions of this Tariff shall not apply to any application submitted pursuant to a contract between the Company and the PEIS collocator. The PEIS collocator shall be solely responsible for identifying in writing on the application form if the application is submitted pursuant to this Tariff. In the event a PEIS collocator does not identify whether the application is submitted pursuant to this Tariff or to a contract, then the Company will consider that such application is not a Bona Fide Application. This Tariff is applicable to Premises owned *or leased* by the Company. If the Premises occupied by the Company *are* leased by the Company from a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Tariff. *For purposes of this Tariff, Company Premises include the Company's Central Offices and Serving Wire Centers (hereinafter "Premises").* (C)
- B. If any due date contained in this Tariff falls on a weekend or *National* holiday, then the due date will be the next business day thereafter. *For intervals of ten (10) calendar days or less, National holidays will be excluded.* (C)
- C. The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

E20.2.2 Service Description

PEIS is a service offering which provides for the installation, *maintenance and operation* of collocator-owned equipment (including *testing and monitoring equipment*) and facilities within leased floor space in the Company's *Premises* for the purpose of *interconnecting with* the Company's *services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Tariff. The Collocation Space may be used for no other purposes except as specifically described herein.* PEIS is available as: Cageless, Caged, Shared (*Subleased*) Caged and Adjacent. The equipment complement may include any type of equipment necessary for interconnection *to the Company's network or for access to the Company's* unbundled network elements in the provision of telecommunications services, *as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323(b).* The *PEIS* collocator *or its approved agent* is solely responsible for the *design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of its equipment and facilities.* Equipment ownership, maintenance and insurance are the responsibility of the collocator or *its* approved agent. Equipment and facilities placed as part of a collocation arrangement must be installed by a Company Certified *Supplier.* The PEIS collocator and *its* selected Company Certified *Supplier* must follow and comply with all Company requirements outlined in the Company's TR73503, TR73519, TR73564, and **TR73572.** (C)

E20.2.3 Types of Collocation

- A. Cageless
- The Company shall allow the PEIS collocator to collocate the PEIS collocator's equipment and facilities without requiring the construction of a cage or similar structure. The Company shall allow the PEIS collocator to have direct access to its equipment and facilities. The Company shall make cageless collocation available in single bay increments pursuant to the rates, *terms and conditions* contained in this Tariff. (C)
 - Except where the PEIS collocator's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, *etc.*), the Company shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the PEIS collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia (BellCore) GR-63-Core and shall be responsible for *compliance with* all special technical requirements associated with such equipment. (C)
- B. Caged (T)
- (DELETED)** (D)

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E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.3 Types of Collocation (Cont'd)

B. Caged (Cont'd)

2. At the PEIS collocator's *expense*, the PEIS collocator *may* arrange with a *supplier certified by the Company* ("Company Certified *Supplier*") to construct a collocation arrangement enclosure in accordance with the Company's guidelines and specifications prior to starting equipment installation. The Company will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than the Company's standard enclosure specification, the PEIS collocator and the PEIS collocator's Company Certified *Supplier* must comply with the more stringent local building code requirements. The PEIS collocator's Company Certified *Supplier* shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Company shall cooperate with the PEIS collocator and provide, at the PEIS collocator's expense, the documentation, including *existing building* architectural drawings, *enclosure drawings*, and *specifications required and necessary* for the PEIS collocator to obtain the zoning, permits and/or other licenses. The Company Certified *Supplier* shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the *PEIS collocator's* Company Certified *Supplier*. The PEIS collocator must provide the local Company building_contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, the Company will not access the PEIS collocator's locked enclosure prior to notifying the PEIS collocator. *Upon request, the Company shall construct the enclosure for the PEIS collocator.* (T)
3. The Company may elect to review the PEIS collocator's plans and specifications prior to allowing construction to start to ensure compliance with the Company's guidelines and specifications. *Notification to the PEIS collocator indicating the Company's desire to execute this review will be provided in the Company's response to the Initial Application, if the PEIS collocator has indicated its desire to construct its own enclosure. If the PEIS collocator's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date.* The Company shall complete its review within fifteen (15) calendar days *after receipt of the plans and specifications. Regardless of whether or not the Company elects to review the PEIS collocator's plans and specifications, the Company reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or the Company's guidelines and specifications, as applicable. If the Company decides to inspect, the Company will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from the PEIS collocator.* The Company *shall* require the PEIS collocator to remove or correct within seven (7) calendar days at the PEIS collocator's expense any structure that does not meet these plans and specifications or, where applicable, the Company's guidelines and specifications. (C)

C. Shared (Subleased) Caged Collocation

1. The PEIS collocator may allow other telecommunications carriers to share the PEIS collocator's caged collocation arrangement pursuant to terms and conditions agreed to by the PEIS collocator ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the Company Premises is located within a leased space and the Company is prohibited by said lease from offering such an option. The PEIS collocator shall notify the Company in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by the PEIS collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Tariff. (T)
2. The PEIS collocator, *as the Host*, shall be the sole interface and responsible Party to the Company for the assessment and billing of rates and charges contained within this Tariff and for the purposes of ensuring that the safety and security requirements of this Tariff are fully complied with by the Guest(s), its employees and agents. *The Company shall provide the PEIS collocator with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In addition to the foregoing, the PEIS collocator shall be the responsible party to the Company for the purpose of submitting applications for initial and additional equipment placement of the Guest.* A separate Guest application shall require the assessment of an *Initial or Subsequent Application Fee*, as set forth in this Tariff, *which will be billed to the Host on the date that the Company provides its written response ("Application Response").* Notwithstanding the foregoing, *the Guest may arrange directly with the Company for the provision of the interconnecting facilities between the Company and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to this Tariff or the Guest's agreement with the Company.* (C)
3. The PEIS collocator shall indemnify and hold harmless the Company from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of the PEIS collocator's Guests in the Collocation Space except to the extent caused by the Company's *sole* negligence, gross negligence, or willful misconduct. (C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.3 Types of Collocation (Cont'd)

D. Adjacent Collocation

1. **Subject to technical feasibility and space availability**, the Company will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. The Adjacent Arrangement shall be constructed or procured by the PEIS collocator and in conformance with the Company's design and construction specifications. Further, the PEIS collocator shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the **rates**, terms and conditions set forth in this Tariff. (C)
2. Should the PEIS collocator elect **Adjacent Collocation**, the PEIS collocator must arrange with a Company Certified **Supplier** to construct an Adjacent Arrangement structure in accordance with the Company's guidelines and specifications. The Company will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than the Company's standard specification, the PEIS collocator and the PEIS collocator's Company Certified **Supplier** must comply with the more stringent local building code requirements. The PEIS collocator's Company Certified **Supplier** shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. The PEIS collocator's Company Certified **Supplier** shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the **PEIS collocator's** Company Certified **Supplier**. The PEIS collocator must provide the local Company building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, the Company shall not access the PEIS collocator's locked enclosure prior to notifying the PEIS collocator. (C)
3. **The PEIS collocator must submit its plans and specifications to the Company with its Firm Order. The Company shall review the PEIS collocator's plans and specifications** prior to construction of an Adjacent Arrangement(s) to ensure compliance with the Company's guidelines and specifications. The Company shall complete its review within fifteen (15) calendar days **after receipt of the plans and specifications**. The Company **may** inspect the Adjacent Arrangement **during and** after construction to **confirm** it is constructed according to the submitted plans and specifications. **If the Company decides to inspect, the Company will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from the PEIS collocator.** The Company **shall** require the PEIS collocator to remove or correct within seven (7) calendar days at the PEIS collocator's expense any structure that does not meet these plans and specifications or, where applicable, the Company's guidelines and specifications. (C)
4. The PEIS collocator shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Company point of **demarcation**. At the PEIS collocator's option, and where the local authority having jurisdiction permits, the Company shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. The PEIS collocator's Company Certified **Supplier** shall be responsible, **at the PEIS collocator's expense**, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. (C)
5. The Company shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in **this Tariff**. (C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.3 Types of Collocation (Cont'd)

E. Co-Carrier Cross Connects ("CCXCs")

1. The primary purpose of collocation is for a PEIS collocater to interconnect with the Company's network or to access the Company's unbundled network elements for the provision of telecommunications services within a Company Premises. The Company will permit the PEIS collocater to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. At no point in time shall the PEIS collocater use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers. (N)
2. The PEIS collocater must use a Company Certified Supplier to place the CCXCs. The CCXCs shall be provisioned through facilities owned by the PEIS collocater. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where the PEIS collocater's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, the PEIS collocater will have the option of using the PEIS collocater's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. The PEIS collocater may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through Company equipment. The PEIS collocater may not self-provision CCXCs on any Company distribution frame, POT ("Point of Termination") Bay, DSX ("Digital System Cross-connect") or LGX ("Light Guide Cross-connect"). The PEIS collocater is responsible for ensuring the integrity of the signal. (N)
3. The PEIS collocater shall be responsible for providing written authorization to the Company from the other collocated telecommunications carrier prior to installing the CCXCs. The PEIS collocater-provisioned CCXCs shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, the PEIS collocater will have the option of using the PEIS collocater's own technicians to construct its own dedicated support structure. (N)
4. To order CCXCs, the PEIS collocater must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in E20.2.22 of this Tariff, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by the Company on the date that the Company provides an Application Response. (N)

E20.2.4 Space Notification

- A. Upon submission of an application pursuant to E20.2.7, the Company will permit the PEIS collocater to physically collocate, pursuant to the terms of this Tariff, at any Company Premises, unless the Company has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. The Company will respond to an application within ten (10) calendar days, excluding *National* holidays, as to whether space is available or not available within a Company Premises. ***The Company will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.*** If the amount of space requested is not available, the Company will notify the PEIS collocater of the amount of space that is available ***and no application fee shall apply. When the Company's response includes an amount of space less than that requested by the PEIS collocater or differently configured, the PEIS collocater must resubmit its application to reflect the actual space available.*** (M)
(C)(M)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)****E20.2.4 Space Notification (Cont'd)****B. Reporting**

1. Upon request from the PEIS collocator, the Company will provide a written report ("Space Availability Report") *describing in detail* the space *that is available for collocation and specifying the amount of Collocation Space available* at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures the Company is taking to make additional space available for collocation arrangements. *A Space Availability Report does not reserve space at the Premises.* (C)
 2. The request from the PEIS collocator for a Space Availability Report must be written and must include the Premises *street address, as identified in the Local Exchange Routing Guide ("LERG")*, and Common Language Location Identification ("CLLI") code of the Premises. CLLI code *information* is located in the National Exchange Carrier Association ("NECA") Tariff FCC No. 4. (C)
 3. The Company will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. The Company will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If the Company cannot meet the ten (10) calendar day response time, the Company shall notify the PEIS collocator and inform the PEIS collocator of the time frame under which it can respond. (C)
- C.** If the Company *notifies the PEIS collocator* that no space *is available* ("Denial of Application"), the Company will *not assess an Application Fee. After notifying the PEIS collocator that the Company has no available space in the requested Premises, the Company will allow the PEIS collocator, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by the Company within five (5) calendar days of the Denial of Application.* (C)
- D.** Upon Denial of Application the Company will *timely* file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). *The Company shall provide to the Commission any information requested by the Commission. Such information shall include which space, if any, the Company or any of the Company's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, the Company shall permit the PEIS collocator to inspect any floor plans or diagrams that the Company provides to the Commission.* (C)
- E.** On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, the Company will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. The Company will notify the telecommunications carriers on the waiting list *that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.* When space becomes available, the PEIS collocator must submit an updated, complete, and correct application to the Company within *thirty* (30) calendar days *of such notification. If the PEIS collocator has originally requested caged collocation space and cageless collocation space becomes available, the PEIS collocator may refuse such space and* notify the Company in writing *within that time* that the PEIS collocator wants to maintain its place on the waiting list without accepting such space. *The PEIS collocator may accept an amount of space less than its original request by submitting an application as set forth in E20.2.7, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested.* If the PEIS collocator does not submit such an application or notify the Company in writing as described *above*, the Company will offer such space to the next *telecommunications* carrier on the waiting list and remove the PEIS collocator from the waiting list. Upon request, the Company will advise the PEIS collocator as to its position on the list. (C)
- F.** The Company will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. The Company shall update such document within ten (10) calendar days *of the date the Company becomes aware that there is insufficient space to accommodate physical collocation.* The Company will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. (C)
- G.** If any due date in *this Section* (E20.2.4) falls on a weekend or National holiday, then the due date shall be the next business day thereafter. (C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)****E20.2.5 Occupancy**

- A. The Company shall offer collocation to the PEIS collocator on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to *the rates, terms and conditions of this Tariff where space is available and it is technically feasible*, the Company *will* allow the PEIS collocator to occupy that certain area designated by the Company within a Company Premises, or on Company property upon which the Company Premises is located, of a size which is specified by the PEIS collocator and agreed to by the Company (hereinafter "Collocation Space"). For purposes of this Tariff, Company Premises include the Company's Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for Company locations other than the Company Premises shall be negotiated upon request for collocation at such location(s). The size specified by the PEIS collocator may contemplate a request for space sufficient to accommodate the PEIS collocator's growth within a two-year period. (C)
- B. In the event of space exhaust within a Central Office Premises, the Company may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. The PEIS collocator will be responsible for any justification of unutilized space within its space, if the Kentucky Public Service Commission *requires such justification*. (C)
- C. The PEIS collocator shall use the Collocation Space for the purposes of installing, maintaining and operating the PEIS collocator's equipment (to include testing and monitoring equipment) necessary *for interconnection* with the Company's services and facilities *or for accessing the Company's* unbundled network elements for the provision of telecommunications services, *as specifically set forth in this Tariff*. The Collocation Space may be used for no other purposes except as specifically described herein or *as authorized in writing by the Company*. (C)
- D. The Company will notify the PEIS collocator in writing that the Collocation Space is ready for occupancy ("*Space Ready Date*"). The PEIS collocator *will schedule and complete an acceptance walk through of each Collocation Space with the Company within fifteen (15) calendar days of the Company's notifying the PEIS collocator that the collocation space is ready for occupancy. The Company will correct any deviations to the PEIS collocator's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and the Company shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If the PEIS collocator has met the fifteen (15) calendar day interval(s), billing will begin upon the date of the PEIS collocator's acceptance of the Collocation Space ("Space Acceptance Date"). In the event the PEIS collocator fails to complete an acceptance walk through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by the PEIS collocator. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.* The PEIS collocator must notify the Company in writing that collocation equipment installation is complete and is operational with the Company's network. The Company may, at its option, not accept orders for *cross connects* until receipt of such notice. For purposes of this paragraph, the PEIS collocator's telecommunications equipment will be deemed operational when cross-connected to the Company's network for the purpose of service provisioning. (C)
- E. Termination of Occupancy.
1. In addition to any other provisions addressing Termination of Occupancy in this tariff: (C)
 - a. The PEIS collocator may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. *A Subsequent Application Fee will not apply for termination of occupancy.* (C)
 - b. The Company may terminate a PEIS collocator's right to occupy *the Collocation Space* in the event the PEIS collocator fails to comply with *any* provisions of this tariff *including the payment of applicable fees.* (C)
 - c. (DELETED) (D)
 2. Upon termination of occupancy, the PEIS collocator at its expense shall remove its equipment and other property from the Collocation Space. The PEIS collocator shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of the PEIS collocator's Guests, *unless the PEIS collocator's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by the Company prior to such removal date.* The PEIS collocator shall continue payment of monthly *fees* to the Company until such date as the PEIS collocator, *and if applicable the PEIS collocator's Guest*, has fully vacated the Collocation Space *and the Space Relinquish Form has been accepted by the Company.* (C)

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E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.5 Occupancy (Cont'd)

E. Termination of Occupancy (Cont'd)

2. (Cont'd)

Should the PEIS collocator or the PEIS collocator's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, the Company shall have the right to remove the equipment and *dispose of the equipment and* other property of the PEIS collocator or the PEIS collocator's Guest(s), *in any manner that the Company deems fit*, at the PEIS collocator's expense and with no liability *whatsoever* for *the PEIS collocator's property* or the PEIS collocator's Guest(s)'s property. Upon termination of *the* PEIS collocator's right to occupy Collocation Space, the Collocation Space *will revert back* to the Company, *and the PEIS collocator shall surrender such Collocation Space to the Company* in the same condition as when first occupied by the PEIS collocator except for ordinary wear and tear, unless otherwise agreed to by the Parties. The PEIS collocator's *Company Certified Supplier* shall be responsible for *updating and making any necessary changes to the Company's records as required by the Company's guidelines and specifications including, but not limited to, Central Office Record Drawings and ERMA Records*. The PEIS collocator shall be responsible for the cost of removing any *PEIS collocator constructed* enclosure, together with all support structures (e.g., racking, conduits, *power cables, etc.*), at the termination of occupancy and restoring the grounds to their original condition. (M)(C)

E20.2.6 Use of Collocation Space

A. Equipment Type

1. The Company permits the collocation of any type of equipment necessary for interconnection to the Company's network or for access to *the Company's* unbundled network elements in the provision of telecommunications services, *as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323(b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to the Company's network or for access to the Company's unbundled network elements in the provision of telecommunications services.* (C)
2. Examples of equipment that would not be considered necessary include, but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecomm carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. The Company will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on the Company's Premises must not place any greater relative burden on the Company's property than comparable single-function equipment. The Company reserves the right to permit collocation of any equipment on a nondiscriminatory basis. (N)
3. Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems ("NEBS") General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. *Except where otherwise required by the Kentucky Public Service Commission, the Company shall comply with the applicable FCC rules relating to denial of collocation based on the PEIS collocator's failure to comply with this Section.* (C)
4. The PEIS collocator shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event the PEIS collocator submits an application for terminations that exceed the total capacity of the collocated equipment, the PEIS collocator will be informed of the discrepancy and will be required to submit a revision to the application. (N)
5. The PEIS collocator shall identify to the Company whenever the PEIS collocator submits a Method of Procedure ("MOP") adding equipment to the PEIS collocator's Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in the PEIS collocator's Collocation Space. (N)
6. The PEIS collocator 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 Premises (C)
7. The PEIS collocator shall place a plaque or other identification affixed to the PEIS collocator's equipment necessary to identify the PEIS collocator's equipment, including a list of emergency contacts with telephone numbers. (T)

(M)

BELLSOUTH
TELECOMMUNICATIONS, INC.
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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.6 Use of Collocation Space (Cont'd)

B. Entrance Facilities

1. The PEIS collocator may elect to place the PEIS collocator-owned or PEIS collocator-leased fiber entrance facilities into the Collocation Space. The Company will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. The PEIS collocator will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. The PEIS collocator will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by the Company, which will extend from the splice location to the PEIS collocator's equipment in the Collocation Space. In the event the PEIS collocator utilizes a non-metallic, riser-type entrance facility, a splice will not be required. The PEIS collocator must contact the Company for instructions prior to placing the entrance facility cable in the manhole. The PEIS collocator is responsible for maintenance of the entrance facilities. At the PEIS collocator's option, the Company will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless **the Company** determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office **demarcation** point. (M)(C)
2. The Company will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Tariff, the Company shall provide the PEIS collocator with information regarding the Company's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, the Company will make the requested conduit space available for installing a second entrance facility to the PEIS collocator's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of the Company. Where dual entrance is not available due to lack of capacity, the Company will so state in the Application Response. (M)
3. The PEIS collocator may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to **the** PEIS collocator's collocation arrangement within the same Company Premises. **The Company shall allow the splice, provided that the fiber is non-working fiber.** The PEIS collocator must arrange with the Company for the Company to splice the PEIS collocator-provided riser **cable to the spare capacity on the entrance facility.** **The rates set forth in E20.2.22 of this Tariff will apply. If the PEIS collocator desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.** (M)(C)
- C. The Company will designate the point(s) of demarcation between the PEIS collocator's equipment and/or network and the Company's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to the Company's network, the demarcation point shall be a common block on the Company designated conventional distributing frame ("**CDF**"). The PEIS collocator shall be responsible for providing, and a supplier certified by the Company ("**Company Certified Supplier**") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to E20.2.7.G. For all other terminations the Company shall designate a demarcation point on a per arrangement basis. The PEIS collocator or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to D, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. (M)(C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.6 Use of Collocation Space (Cont'd)

- D.** The PEIS collocator, or if required by this Tariff, the PEIS collocator's Company Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by the PEIS collocator which must be performed in compliance with all applicable Company policies and guidelines. Such equipment and facilities may include, but are not limited to cable(s), equipment, and point of termination connections. The PEIS collocator and its selected Company Certified Supplier must follow and comply with all Company requirements outlined in the Company's TR 73503, TR 73519, TR 73572 and TR 73564. (T)
- E.** Pursuant to E20.2.10, the PEIS collocator shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. The PEIS collocator agrees to provide the name and social security number or date of birth or driver's license number of each employee, *supplier*, or agent of the PEIS collocator or the PEIS collocator's Guests provided with access keys or *devices* ("Access Keys") prior to the issuance of said Access Keys. ***Key acknowledgement forms must be signed by the PEIS collocator and returned to Company Access Management within fifteen (15) calendar days of the PEIS collocator's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current.*** Access Keys shall not be duplicated under any circumstances. The PEIS collocator agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of the PEIS collocator's employees, *supplier*, Guests, or agents after termination of the employment relationship, contractual obligation with the PEIS collocator or upon the termination of this Tariff or the termination of occupancy of an individual collocation arrangement. (C)
- F.** The Company will permit one accompanied site visit to the PEIS collocator's designated collocation arrangement location after receipt of the Bona Fide Firm Order ("BFFO") without charge to the PEIS collocator. The PEIS collocator must submit to the Company the completed Access Control Request Form for all employees or agents requiring access to the Company Premises a minimum of thirty (30) calendar days prior to the date the PEIS collocator desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, the PEIS collocator may submit such a request at any time subsequent to the Company's receipt of the BFFO. In the event the PEIS collocator desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, the Company shall permit the PEIS collocator to access the Collocation Space accompanied by a security escort at the PEIS collocator's expense. The PEIS collocator must request escorted access at least three (3) business days prior to the date such access is desired. (N)
- G.** The PEIS collocator shall notify the Company in writing ***immediately*** in the case of lost or stolen Access Keys. Should it become necessary for the Company to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), the PEIS collocator shall pay for all ***reasonable*** costs associated with the re-keying or deactivating the card. (C)
- H.** Notwithstanding any other provisions of this Tariff, the PEIS collocator shall not use any product or service provided under this Tariff, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by the Company or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of the Company or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If the Company reasonably determines that any equipment or facilities of the PEIS collocator violates the provisions of this paragraph, the Company shall give written notice to the PEIS collocator, which notice shall direct the PEIS collocator to cure the violation within forty-eight (48) hours of the PEIS collocator's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the PEIS collocator fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of the Company's or another entity's service, then and only in that event the Company may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the PEIS collocator's equipment. The Company will endeavor, but is not required, to provide notice to the PEIS collocator prior to taking such action and shall have no liability to the PEIS collocator for any damages arising from such action, except to the extent that such action by the Company constitutes willful misconduct. For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. (T)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.6 Use of Collocation Space (Cont'd)

H. (Cont'd)

In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and *the* PEIS collocator fails to take curative action within forty-eight (48) hours then the Company will establish before the Kentucky *Public Service Commission* that the technology deployment is causing the significant degradation. Any claims of network harm presented to *the* PEIS collocator or, if subsequently necessary, the Kentucky *Public Service Commission*, must be supported with specific and verifiable information. Where the Company demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, *the* PEIS collocator shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

(T)

(T)

I. Facilities and equipment placed by the PEIS collocator in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by the PEIS collocator at any time. Any damage caused to the Collocation Space by the PEIS collocator's employees, agents or representatives during the removal of such property shall be promptly repaired by the PEIS collocator at its expense.

(T)

J. If the PEIS collocator decides to remove equipment from its Collocation Space and the removal requires no physical changes, the Company will bill the PEIS collocator an Administrative Only Application Fee as set forth in E20.2.22 for these changes. This non-recurring fee will be billed on the date that the Company provides an Application Response.

(N)

K. In no case shall the PEIS collocator or any person acting on behalf of the PEIS collocator make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Company Premises without the written consent of the Company, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by the PEIS collocator. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee, *which will be billed by the Company on the date that the Company makes an Application Response*.

(C)

L. The PEIS collocator shall be responsible for the general upkeep of the Collocation Space. The PEIS collocator shall arrange directly with a Company Certified *Supplier* for janitorial services applicable to Caged Collocation Space. The Company shall provide a list of such *suppliers* on a site-specific basis upon request.

(C)

M. From time to time, the Company may require access to the Collocation Space. The Company retains the right to access such space for the purpose of making Company equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). The Company will give notice to the PEIS collocator at least forty-eight (48) hours before access to the Collocation Space is required. The PEIS collocator may elect to be present whenever the Company performs work in the Collocation Space. The Parties agree that the PEIS collocator will not bear any of the expense associated with this work.

(T)

E20.2.7 Ordering and Preparation of Space

A. Should the Kentucky Public Service Commission or any federal regulatory agency impose procedures or intervals applicable to the PEIS collocator and the Company that are different from procedures or intervals set forth in this Tariff, whether now in effect or that become effective after execution of this Tariff, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

(N)

(M)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.7 Ordering and Preparation of Space (Cont'd)

- B.** Application for Space - The PEIS collocator shall submit an application document when the PEIS collocator or the PEIS collocator's Guest(s), as defined in E20.2.3.C., desires to request or modify the use of the Collocation Space. An application will be processed in accordance with the terms and conditions of the *Tariff* in effect on the date of receipt of the Bona Fide Application. (M)(T)
1. For the PEIS collocator or the PEIS collocator's Guest(s) initial equipment placement, the PEIS collocator shall submit to the Company a Physical Expanded Interconnection Application Document ("**Initial** Application"). The **Initial** Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. **An application fee will apply, which will be billed by the Company on the date that the Company makes an Application Response.** (M)(C)
 2. In the event the PEIS collocator or the PEIS collocator's Guest(s) desires to modify the use of the Collocation Space **after a BFFO**, the PEIS collocator shall complete an application detailing all information regarding the modification to the Collocation Space ("**Subsequent Application**"). **The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information.** The Company shall determine what modifications, if any, to the Premises are required to accommodate the change requested by the PEIS collocator in the application. Such necessary modifications to the Premises may include, **but are not limited to**, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The **application** fee paid by the PEIS collocator for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a **Subsequent** Application where the modification requested has limited effect (e.g., requires **labor expenditure but no** capital expenditure by the Company **and where sufficient cable support structure, HVAC, power and terminations are available**) shall be the Subsequent Application Fee as set forth in **E20.2.22**. If the modification requires capital expenditure, **an Initial** Application Fee shall apply. **This nonrecurring fee will be billed on the date that the Company makes an Application Response.** (M)(C)
- C.** Space Preferences. If the PEIS collocator has previously requested and received a Space Availability Report for the Premises, the PEIS collocator may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that the Company cannot accommodate the PEIS collocator's preference(s), the PEIS collocator may elect to accept the space allocated by the Company or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply, which will be billed by the Company on the date that the Company makes an Application Response. (N)
- The Company shall attempt to accommodate the PEIS collocator's requested preferences if any. In allocating Collocation Space, the Company shall not materially increase the PEIS collocator's cost or materially delay the PEIS collocator's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the PEIS collocator wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by the Company or by another carrier; or (f) essential for the administration and proper functioning of the Company's Premises. The Company may segregate collocation space and require separate entrances in accordance with FCC rules.

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.7 Ordering and Preparation Space (Cont'd)

- (M)
- D. Application Response - *When space has been determined to be available for caged or cageless arrangements, the Company will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide Application.* The Application Response will include, at a minimum, the configuration of the space, the Cable Installation *Fee*, the Cable Records Fee, and any *other applicable* space preparation *fees, as described in E20.2.21.* (C)
- E. Application Modifications - If a modification or revision is made to any information in the Bona Fide Application *prior to a BFFO*, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of the PEIS collocator or necessitated by technical considerations, *said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and the Company may charge the PEIS collocator an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by the Company and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in E20.2.22. A modification involving a capital expenditure by the Company shall require the PEIS collocator to submit the application with an Initial Application Fee. This non-recurring fee will be billed by the Company on the date that the Company provides an Application Response.* (C)
- F. Bona Fide Firm Order - The PEIS collocator shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when the PEIS collocator has completed the Application/Inquiry process described in **B**, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order ("**BFFO**") must be received by the Company no later than *thirty (30) calendar days* after the Company's Application Response to the PEIS collocator's Bona Fide Application or the *application will expire.* (C)
1. The Company will establish a firm order date based upon the date the Company is in receipt of a **BFFO**. The Company will acknowledge the receipt of the PEIS collocator's **BFFO** within seven (7) calendar days of receipt indicating that the **BFFO** has been received. A Company response to a **BFFO** will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a **BFFO**. (C)
 2. The Company will permit one accompanied site visit to the PEIS collocator's designated collocation arrangement location after receipt of the **BFFO** without charge to the PEIS collocator. (C)
 3. **(DELETED)** (T)(D)
- G. The Company will complete construction for *caged* collocation arrangements *under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days* from receipt of a **BFFO** or as agreed to by the Parties. *The Company will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of the BFFO and ninety (90) calendar days from receipt of the BFFO under extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s).* (M)(C)
- Extraordinary conditions are defined to include, but not limited to, a major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or the Company may seek a waiver from this interval from the Kentucky Public Service Commission.* (M)(C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.7 Ordering and Preparation Space (Cont'd)

- (M)
- (N) **H.** Circuit Facility Assignments (“CFAs”) - The Company will provide CFAs to the PEIS collocator prior to the applicable provisioning interval set forth in G., above (“Provisioning Interval”), for those Premises in which the PEIS collocator has a physical collocation arrangement with no POT (“Point of Termination”) bay or with a POT bay provided by the Company prior to June 1, 1999. The Company cannot provide CFAs to the PEIS collocator prior to the Provisioning Interval for those Premises in which the PEIS collocator has a physical collocation arrangement with a POT bay provided by the PEIS collocator prior to June 1, 1999 or a virtual collocation arrangement, until the PEIS collocator provides the Company with the following information:
- (N) For a PEIS collocator-provided POT bay: a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- (N) For a virtual collocation arrangement: a complete layout of the PEIS collocator’s equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by the PEIS collocator’s Company Certified Supplier.
- (N) The Company cannot begin work on the CFAs until the complete and accurate EIU form is received from the PEIS collocator. If the EIU form is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU form is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form. The Company will bill the PEIS collocator a non-recurring charge, as set forth in E20.2.22 of this Tariff, each time the PEIS collocator requests a resend of its CFAs for any reason other than a Company error in the CFAs.
- (C) **I.** Joint Planning - Joint planning between the Company and the PEIS collocator will commence within a maximum of twenty (20) calendar days from the Company’s receipt of a **BFFO**. *The Company will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the BFFO. The Collocation Space completion time period will be provided to the PEIS collocator during joint planning.*
1. Permits - Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
 2. Acceptance Walk Through - The PEIS collocator will schedule and complete an acceptance walk through of each Collocation Space with the Company within fifteen (15) *calendar* days of the Company’s notifying the PEIS collocator that the Collocation Space is ready for occupancy (“*Space Ready Date*”). In the event that the PEIS collocator fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by the PEIS collocator. The Company will correct any deviations to the PEIS collocator’s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- (C) **J.** Use of Company Certified Supplier - The PEIS collocator shall select a supplier which has been approved as a Company Certified Supplier to perform all engineering and installation work. The PEIS collocator and the *PEIS collocator’s* Company Certified Supplier must follow and comply with all Company requirements outlined in the Company’s TR 73503, TR 73519, TR 73572 and TR 73564. In some cases, the PEIS collocator must select separate Company Certified Suppliers for transmission equipment, switching equipment and power equipment. The Company shall provide the PEIS collocator with a list of Company Certified Suppliers upon request. The Company Certified Supplier(s) shall be responsible for installing the PEIS collocator’s equipment and components, extending power cabling to the Company power distribution frame, performing operational tests after installation is complete, and notifying the Company’s equipment engineers and the PEIS collocator upon successful completion of installation, etc. The Company Certified Supplier shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Supplier. The Company shall *make available its supplier certification program* to the PEIS collocator or any supplier proposed by the PEIS collocator *and will not unreasonably withhold certification. All work performed by or for the PEIS collocator shall conform to generally accepted industry guidelines and standards.*
- K.** Alarm and Monitoring - The Company shall place environmental alarms in the Premises for the protection of Company equipment and facilities. The PEIS collocator shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the PEIS collocator’s Collocation Space. Upon request, the Company will provide the PEIS collocator with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by the PEIS collocator. Both Parties shall use best efforts to notify the other of any verified environmental *condition* known to that Party.
- L.** Basic Telephone Service - Upon request of the PEIS collocator, the Company will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.7 Ordering and Preparation of Space (Cont'd)

- M. (DELETED)** (T)(D)
- N.** Virtual Collocation Relocation .- In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, the PEIS collocator may relocate its virtual collocation arrangements to physical collocation arrangements and pay the *appropriate* fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate Company tariffs. In the event that the Company knows when additional space for physical collocation may become available at the location requested by the PEIS collocator, such information will be provided to the PEIS collocator in the Company’s written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to the PEIS collocator within *one hundred eighty* (180) calendar days of the Company’s written denial of the PEIS collocator’s request for physical collocation, (ii) the Company had knowledge that the space was going to become available, and (iii) the PEIS collocator was not informed in the written denial that physical Collocation Space would become available within such *one hundred eighty* (180) calendar days, then the PEIS collocator may *relocate* its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. The PEIS collocator must arrange with a Company Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation. (T)
- O.** Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that the Company has reserved for its own future needs; (3) the converted arrangement does not limit the Company’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and (4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The Company will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. The Company will bill the PEIS collocator an Administrative Only Application Fee as set forth in E20.2.22 for these charges on the date that the Company provides an Application Response. (N)
- P.** Cancellation - If, at any time prior to space *acceptance*, the PEIS collocator cancels its order for the Collocation Space(s) (“*Cancellation*”), the Company will bill the applicable non-recurring rate for any and all work processes for which work has begun. (C)
- Q.** Licenses - The PEIS collocator, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space. (T)
- R.** Environmental Compliance. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified in *E20.2.11* of this Tariff. (C)
- S.** The Company may conduct an inspection of the PEIS collocator’s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between the PEIS collocator's equipment and the Company’s *equipment*. The Company may conduct an inspection if the PEIS collocator adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. The Company shall provide the PEIS collocator with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by the Company. (T)
- T.** The following chart is a summary of the intervals associated with the ordering process as described in this section. (N)

Day:	1	10 C	20C	30C	Caged 90 C Cageless 60 C Ordinary 90 C Extraordinary from BFFO
Event:	Bona Fide Application Receipt Date	Space Availability Response	Application Response	Bona Fide Firm Order	Space Ready Date

C = Calendar

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.8 Insurance

- A.** The PEIS collocator shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in *this Section* and underwritten by insurance companies licensed to do business in the State of Kentucky and having a Best's Insurance Rating of A-. (M)(C)
- B.** The PEIS collocator shall maintain the following specific coverage: (M)
1. Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). The Company shall be named as an Additional Insured on the Commercial General Liability policy as specified herein. (M)
 2. Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease. (M)
 3. All Risk Property coverage on a full replacement cost basis insuring all of the PEIS collocator's real and personal property situated on or within the Company's Central Office location(s). (M)
 4. The PEIS collocator may elect to purchase business interruption and contingent business interruption insurance, having been advised that the Company assumes no liability for loss of profit or revenues should an interruption of service occur. (M)
- C.** The limits set forth herein may be increased by the Company from time to time upon thirty (30) *calendar* days notice to the PEIS collocator to at least such minimum limits as shall then be customary with respect to comparable occupancy of Company structures. (M)(T)
- D.** All policies purchased by the PEIS collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Company. All insurance must be in effect on or before the date equipment is delivered to the Company's Premises and shall remain in effect until *all of the PEIS collocator's property has been removed from the Company's Premises*. If the PEIS collocator fails to maintain required coverage, the Company may pay the premiums thereon and seek reimbursement of same from the PEIS collocator. (M)(C)
- E.** The PEIS collocator shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. The PEIS collocator shall arrange for the Company to receive thirty (30) business days' advance notice of cancellation from the PEIS collocator's insurance company. The PEIS collocator shall forward a certificate of insurance and notice of cancellation/non-renewal to the Company at the following address: (M)
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- F.** The PEIS collocator must conform to recommendations made by the Company's fire insurance company to the extent the Company has agreed to, or shall hereafter agree to, such recommendations. (M)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)****E20.2.8 Insurance (Cont'd)**

- (M)
- (T)
- G. Self-Insurance - If the PEIS collocator's net worth exceeds five hundred million dollars (\$500,000,000.00), the PEIS collocator may elect to request self-insurance status in lieu of obtaining any of the insurance required in B.1 and B.2, preceding. The PEIS collocator shall provide audited financial statements to the Company thirty (30) *calendar* days prior to the commencement of any work in the Collocation Space. The Company shall then review such audited financial statements and respond in writing to the PEIS collocator in the event that self-insurance status is not granted to the PEIS collocator. If the Company approves the PEIS collocator for self-insurance, the PEIS collocator shall annually furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the PEIS collocator's corporate officers. The ability to self-insure shall continue so long as the PEIS collocator meets all of the requirements of this Section. If the PEIS collocator subsequently no longer satisfies this Section, the PEIS collocator is required to purchase insurance as indicated by B.1 and B.2, preceding.
- H. The net worth requirements set forth in G. preceding may be increased by the Company from time to time upon thirty (30) *calendar* days' notice to the PEIS collocator to at least such minimum limits as shall then be customary with respect to comparable occupancy of Company structures.
- I. Failure to comply with the provisions of this Section will be deemed a material breach of this Tariff. (N)

E20.2.9 Mechanics Liens

(M)

If any mechanics lien or other liens shall be filed against property of either Party (the Company or the PEIS collocator), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

E20.2.10 Security and Safety Requirements

- (M)(C)
- A. The security and safety requirements set forth in this section are as stringent as the security requirements the Company maintains at its own Premises either for its own employees or for *Company Certified Suppliers*. ***Only the Company's employees, Company Certified Suppliers, authorized Guests, pursuant to E20.2.3.C, preceding, or authorized agents of the PEIS collocator will be permitted in the Company Premises.*** The PEIS collocator shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and the PEIS collocator's name. The Company reserves the right to remove from its Premises any employee of the PEIS collocator not possessing identification issued by the PEIS collocator or who has violated any of the Company's policies as outlined in the PEIS Collocator Security Training documents. The PEIS collocator shall hold the Company harmless for any damages resulting from such removal of its personnel from Company Premises. The PEIS collocator shall be solely responsible for ensuring that any Guest of the PEIS collocator is in compliance with all *of the* Security and Safety Requirements contained herein.
- (M)(C)
- B. The PEIS collocator will be required, at its own expense, to conduct a statewide investigation of criminal history records for each PEIS collocator employee ***hired in the past five years*** being considered for work on the Company Premises, for the states/counties where the PEIS collocator employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ***The PEIS collocator shall not be required to perform this investigation if an affiliated company of the PEIS collocator has performed an investigation of the PEIS collocator employee seeking access, if such investigation meets the criteria set forth above.*** This requirement will not apply if the PEIS collocator has performed a pre-employment statewide investigation of criminal history records of the PEIS collocator employee for the states/counties where the PEIS collocator employee has worked and lived for the past five years ***or, where state law does not permit a statewide investigation, an investigation of the applicable counties.***

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)****E20.2.10 Security and Safety Requirements (Cont'd)**

- (T)
- (M)
- (T)
- C. The PEIS collocator will be required to administer to *its* personnel assigned to the Company Premises security training either provided by *the* Company, or meeting criteria defined by the Company.
- D. The PEIS collocator shall not assign to the Company Premises any personnel with records of felony criminal convictions. The PEIS collocator shall not assign to the Company Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising the Company of the nature and gravity of the offense(s). The Company reserves the right to refuse building access to any PEIS collocator personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that the PEIS collocator chooses not to advise the Company of the nature and gravity of any misdemeanor conviction, the PEIS collocator may, in the alternative, certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
1. The PEIS collocator shall not knowingly assign to the Company Premises any individual who was a former employee of the Company and whose employment with the Company was terminated for a criminal offense whether or not the Company sought prosecution of the individual for the criminal offense.
2. The PEIS collocator shall not knowingly assign to the Company Premises any individual who was a former *supplier* of the Company and whose access to *a* Company Premises was revoked due to commission of a criminal offense whether or not the Company sought prosecution of the individual for the criminal offense. (C)
- E. For each PEIS collocator employee *or agent hired by the PEIS collocator within five years of being considered for work on the Company Premises, who* requires access to a Company Premises pursuant to this Tariff, the PEIS collocator shall furnish the Company, prior to an employee *or agent* gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, the PEIS collocator will disclose the nature of the convictions to the Company at that time. In the alternative, the PEIS collocator may certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations. (C)
- F. For all other PEIS collocator employees requiring access to a Company Premises pursuant to this Tariff, the PEIS collocator shall furnish the Company, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of E., preceding, and that security training was completed by the employee. (N)
- G. At the Company's request, the PEIS collocator shall promptly remove from the Company's Premises any employee of the PEIS collocator the Company does not wish to grant access to its premises 1) pursuant to any investigation conducted by the Company or 2) prior to the initiation of an investigation *if an* employee of the PEIS collocator is found interfering with the property or personnel of the Company or another collocated *telecommunications carrier*, provided that an investigation shall promptly be commenced by the Company. (C)
- H. The Company reserves the right to interview the PEIS collocator's employees, agents, or *suppliers* in the event of wrongdoing in or around the Company's property or involving the Company's or another collocated *telecommunications carrier's* property or personnel, provided that the Company shall provide reasonable notice to the PEIS collocator's Security contact of such interview. The PEIS collocator and its *suppliers* shall reasonably cooperate with the Company's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving the PEIS collocator's employees, agents, or *suppliers*. Additionally, the Company reserves the right to bill the PEIS collocator for all reasonable costs associated with investigations involving its employees, agents, or *suppliers* if it is established and mutually agreed in good faith that the PEIS collocator's employees, agents, or *suppliers* are responsible for the alleged act. The Company shall bill the PEIS collocator for Company property which is stolen or damaged where an investigation determines the culpability of the PEIS collocator's employees, agents, or *suppliers* and where the PEIS collocator agrees, in good faith, with the results of such investigation. The PEIS collocator shall notify the Company in writing immediately in the event that the PEIS collocator discovers one of its employees already working on the Company Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the Company Premises, any employee found to have violated the security and safety requirements of this *Section*. The PEIS collocator shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company Premises. (M)(C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.10 Security and Safety Requirements (Cont'd)

- I. Unauthorized use of equipment, supplies *or other property* by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs. (M) (C)
- J. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Company Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. (T)
- K. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees. (T)

E20.2.11 Environmental and Safety Principles

- A. The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements:
 - 1. Compliance with Applicable Law.- The Company and the PEIS collocator agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Tariff. (T)
 - 2. Notice - The Company and the PEIS collocator shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. ***A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area.*** Each Party is required to provide specific notice for known potential Imminent Danger conditions. The PEIS collocator should contact 1-800-743-6737 for ***any*** Company MSDS ***required***. (C)
 - 3. Practices/Procedures - The Company may make available additional environmental control procedures for the PEIS collocator to follow when working at a Company Premises (see B., following). These practices/procedures will represent the regular work practices required to be followed by the employees and ***suppliers*** of the Company for environmental protection. The PEIS collocator will require its ***suppliers***, agents and others accessing the Company Premises to comply with these practices. E20.2.11.B., following, lists the Environmental categories where the Company practices should be followed by the PEIS collocator when operating in the Company Premises. (C)
 - 4. Environmental and Safety Inspections - The Company reserves the right to inspect the PEIS collocator space with proper notification. The Company reserves the right to stop any PEIS collocator work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
 - 5. Hazardous Materials Brought On Site - Any hazardous materials brought into, used, stored or abandoned at the Company Premises by the PEIS collocator are owned by the PEIS collocator. The PEIS collocator will indemnify the Company for claims, lawsuits or damages to persons or property caused by these materials. Without prior written Company approval, no substantial new safety or environmental hazards can be created by the PEIS collocator or different hazardous materials used by the PEIS collocator at the Company Premises. The PEIS collocator must demonstrate adequate emergency response capabilities for its materials used or remaining at the Company's Premises. (T)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.11 Environmental and Safety Principles (Cont'd)

A. (Cont'd)

6. Spills and Releases - When contamination is discovered at a Company Premises, the Party discovering the condition must notify the Company. All Spills or Releases of regulated materials will immediately be reported by the PEIS collocator to the Company.
7. Coordinated Environmental Plans and Permits - The Company and the PEIS collocator will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If *fees* are associated with filing, the Company and the PEIS collocator will develop a cost sharing procedure. If the Company's permit or EPA identification number must be used, the PEIS collocator must comply with all of the Company's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see B., following) and/or selection of *the Company* disposition vendors and disposal sites. (C)
8. Environmental and Safety Indemnification - The Company and the PEIS collocator shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, *suppliers*, or employees concerning its operations at the Premises. (C)

- B.** When performing functions that fall under the following Environmental categories on the Company's Premises, the PEIS collocator agrees to comply with the applicable sections of the current issue of the Company's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. The PEIS collocator further agrees to cooperate with the Company to ensure that the PEIS collocator's employees, agents, and/or *suppliers* are knowledgeable of and satisfy those provisions of the Company's Environmental M&Ps which apply to the specific Environmental function being performed by the PEIS collocator, its employees, agents and/or *suppliers*. The most current version of *the* reference documentation must be requested from the Company.

Environmental Categories	Environmental Issues	Addressed by the Following Documentation
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of <i>supplier</i>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on the Company Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state & federal laws and regulations Performance of services in accordance with <i>the Company's</i> environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S <i>Management</i> for copy of appropriate E/S M&Ps) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29 CFR 1910.147 (OSHA Standard) • 29 CFR 1910 Subpart O (OSHA Standard)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.11 Environmental and Safety Principles (Cont'd)

B. (Cont'd)

Environmental Categories	Environmental Issues	Addressed by the Following Documentation
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> • – Procurement <i>Manager (CRES Related Matters) – Company Supply Chain Services</i> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 <i>For questions regarding removing or disturbing materials that contain asbestos, call the Company Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</i>

1. DEFINITIONS

Generator

Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 C.F.R. 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste

As defined in section 1004 of RCRA.

Imminent Danger

Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release

As defined in Section 101 of CERCLA.

2. ACRONYMS

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S - Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - *Company* Environmental Methods and Procedures

NESC - National Electrical Safety Codes

(DELETED)

Std. T&C - Standard Terms & Conditions

(C)

(C)

(N)

(N)

(T)

(D)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.12 Destruction of Collocation Space

In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for the PEIS collocator's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for the PEIS collocator's permitted use, or is damaged and the option to terminate is not exercised by either Party, the Company covenants and agrees to proceed promptly without expense to the PEIS collocator, except for improvements not the property of the Company, to repair the damage. The Company shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of the Company, which causes shall not be construed as limiting factors, but as exemplary only. The PEIS collocator may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Company Certified *Supplier* is used and the necessary space preparation has been completed. If the PEIS collocator's acceleration of the project increases the cost of the project, then those additional charges will be incurred by the PEIS collocator. Where allowed and where practical, the PEIS collocator may erect a temporary facility while the Company rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, the PEIS collocator shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for the PEIS collocator's permitted use, until such Collocation Space is fully repaired and restored and the PEIS collocator's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where the PEIS collocator has placed an Adjacent Arrangement pursuant to E20.2.3.D., the PEIS collocator shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, the Company will restore the associated services to the Adjacent Arrangement. (C)

E20.2.13 Eminent Domain

If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then the PEIS collocator's occupancy shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by the Company of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, the Company and the PEIS collocator shall each have the right to terminate occupancy with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking. (T)

E20.2.14 Notices

- A. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Tariff shall be given or made by the PEIS collocator in writing and shall be given by hand delivery, certified *mail*, or registered mail and addressed to the PEIS collocator's Company Account Team *Collocation Coordinator* ("*ATCC*") *representative, which will be assigned by the Company*. (C)
- B. The PEIS collocator shall provide to the PEIS collocator's *ATCC representative* a contact name and address for notices or demands pursuant to this Section. Any notices or demands that are required by law or under the terms of this Tariff by the Company to the PEIS collocator shall be given or made by the Company in writing and shall be given by hand delivery, certified *mail*, or registered mail and addressed to the name and address *that* the PEIS collocator has provided to *its ATCC representative*. (C)
- C. Such notices by either Party shall be deemed to have been given in the case of certified *mail* or registered mail when deposited in the United States mail with postage prepaid. (T)

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BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.15 Indemnification/Limitation of Liability

- A. The PEIS collocator shall be liable for any damage to property, equipment or facilities or injury to *a* person caused by the activities of the PEIS collocator, its agents, employees, *or Company Certified Suppliers* pursuant to, or in furtherance of, rights granted under this Tariff. The PEIS collocator shall indemnify and hold the Company harmless from and against any judgments, charges, costs or other expenses resulting or claimed to result from such activities by the PEIS collocator, its agents, employees, *or Company Certified Suppliers*. (C)
- B. The Company shall not be liable to the PEIS collocator for any interruption of the PEIS collocator's service or for interference with the operation of the PEIS collocator's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including the Company's negligence, out of the use of the Collocation Space(s) and the PEIS collocator shall indemnify, defend and hold the Company harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages, except to the extent caused by the negligence, gross negligence or willful misconduct of the Company. *The* PEIS collocator agrees not to assert any claim for interruption, interference, or for any special, indirect, incidental or consequential damages against the Company. (T)

E20.2.16 Publicity

The PEIS collocator shall submit to the Company all advertising, sales promotions, press releases, and other publicity matters relating to this Tariff or mentioning or implying the trade names, logos, trademarks or service marks (hereinafter "Marks") of the Company Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of the Company Corporation and/or any of its affiliated companies. *The* PEIS collocator further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the Company's prior written consent.

E20.2.17 Force Majeure

Neither party shall be in default by reason of any failure in performance of this Tariff, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

E20.2.18 Year 2000 Compliance

Each Party warrants that it has implemented a program *for which* the goal is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with the Company or supplied in the furtherance of the terms and conditions specified in this Tariff: 1) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and 2) shall include without limitation date data century recognition, calculations that accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century. (T)

E20.2.19 Assignment

The PEIS collocator acknowledges that this Tariff does not convey any right, title or interest in the Premises to the PEIS collocator. The PEIS collocator's rights or obligations are not assignable without prior written consent of the Company, and any attempt to assign any of the rights, duties or obligations under this Tariff without such consent is void. Notwithstanding the foregoing, the PEIS collocator may assign any rights, duties or obligations under this Tariff to a parent, subsidiary or affiliate without the consent of the Company. The Company may assign its rights, duties or obligations under this Tariff without the prior consent of the PEIS collocator. (T)

E20.2.20 No Implied Waiver

No consent or waiver by the Company to or of any breach of any covenant, term, condition, provision or duty of the PEIS collocator under this Tariff shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the Company.

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 Louisville, Kentucky

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)****E20.2.21 Rate Regulations****A. Description of Rate Elements**

1. Recurring Charges - If the PEIS collocator has met the applicable fifteen (15) calendar day walk-through interval(s) specified in E.20.2.5, billing for recurring charges will begin upon the Space Acceptance Date. In the event the PEIS collocator fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. (N)
2. Application Fee - The Company shall assess an Application Fee via a service order, which shall be issued at the time the Company responds that space is available pursuant to E20.2.7.D. Payment of said Application Fee will be due as dictated by the PEIS collocator's current billing cycle and is non-refundable. (C)
3. Space Preparation - Space Preparation *fees* consist of a nonrecurring charge for *firm order processing* and monthly recurring charges for *central office modifications*, assessed per arrangement, per square foot, and *common systems modifications*, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. ***The PEIS collocator shall remit payment of the nonrecurring firm order processing fee coincident with submission of the BFFO.*** The charges recover the costs associated with preparing the Collocation Space, which includes *the* survey, engineering of the Collocation Space, *and* design and modification costs for the network, building, and support systems. In the event the PEIS collocator opts for cageless space, the space preparation *fees* will be assessed based on the total floor space dedicated to the PEIS collocator as *prescribed in this Section*. (C)
4. Cable Installation - Cable Installation *Fee(s) are* assessed per entrance cable placed. ***This non-recurring fee will be billed by the Company upon receipt of the PEIS collocator's BFFO.*** (C)
5. **(DELETED)** (D)
6. Floor Space - The Floor Space Charge includes reasonable charges for lighting, HVAC and other allocated expenses associated with maintenance of the Premises but does not *include* any power-related costs incurred by the Company. When the Collocation Space is enclosed, the PEIS collocator shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, the PEIS collocator shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. The Company will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event the PEIS collocator's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, the PEIS collocator shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. (C)
7. **(DELETED)** (D)
8. Power - The Company shall make available -48 Volt (-48V) ***Direct Current ("DC")*** power for the PEIS collocator's Collocation Space at a Company Power Board or Company Battery Distribution Fuse Bay ("BDFB") at the PEIS collocator's option within the Premises. (M)(C)
 - a. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by the PEIS collocator's Company Certified Supplier. When obtaining power from a Company power board, power cables (A&B) must be engineered (sized), and installed by the PEIS collocator's Company Certified Supplier. The PEIS collocator is responsible for contracting with a Company Certified Supplier for power distribution feeder cable runs from a Company BDFB or ***Company*** power board to the PEIS collocator's equipment. ***The determination of the Company BDFB or Company power board as the power source will be made at the Company's sole, but reasonable, discretion.*** The Company Certified Supplier contracted by the PEIS collocator must provide the Company ***with*** a copy of the engineering power specifications prior to the day on which the PEIS collocator's equipment becomes operational ("Commencement Date"). The Company will provide the common power feeder cable support structure between the Company BDFB or ***Company*** power board and the PEIS collocator's arrangement area. The PEIS collocator shall contract with a Company Certified Supplier who will be responsible for the following: dedicated power cable support structure within the PEIS collocator's arrangement, power cable feeds, ***and*** terminations of cable. Any terminations at a Company power board must be performed by a Company Certified Supplier. The PEIS collocator shall comply with all applicable National Electric Code ("NEC"), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling. (M)(C)

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E20. EXPANDED INTERCONNECTION SERVICE (EIS)**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)****E20.2.21 Rate Regulations (Cont'd)****A. Description of Rate Elements (Cont'd)**

8. (Cont'd)

b. **(DELETED)**

c. If the PEIS collocator elects to install its own DC Power Plant, the Company shall provide AC power to feed the PEIS collocator's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a Company service panel, protection devices and power cables must be engineered (sized), and installed by the PEIS collocator's Company Certified Supplier except that the Company shall engineer and install protection devices and power cables for Adjacent Collocation. The PEIS collocator's Company Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in this Tariff. AC power voltage and phase ratings shall be determined on a per location basis. At the PEIS collocator's option, the PEIS collocator may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

d. The PEIS collocator has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Company Premises. Under such an option, the PEIS collocator is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a Company Certified Supplier hired by the PEIS collocator. The PEIS collocator's Company Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as the Company is required to comply with these codes.

The PEIS collocator must submit an application to the Company for the appropriate amount of collocation space that the PEIS collocator requires to install this type of power arrangement. The Company will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of the PEIS collocator's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. The PEIS collocator shall be responsible for all non-recurring/recurring power charges that are associated with the central office space needed for the collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, the Company may seek a waiver of these requirements with the Kentucky Public Service Commission for the central office requested.

The PEIS collocator would still have the option to order its power needs directly from the Company.

e. If the PEIS collocator requests a reduction in the amount of power that the Company is currently providing, the PEIS collocator must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in E20.2.22 following will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. This non-recurring fee will be billed by the Company on the date that the Company provides an Application Response.

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E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.21 Rate Regulations (Cont'd)

A. Description of Rate Elements (Cont'd)

- 9. (DELETED) (D)
- 10. (DELETED) (T) (D)
- 11. (DELETED) (T) (D)
- 12. Security Escort - A security escort will be required whenever the PEIS collocator or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to E20.2.7.F.2 prior to completing the Company's Security Training requirements. Rates for a security escort are assessed according to the schedule in E20.2.22 of this Tariff *beginning with the scheduled escort time. The Company will wait for one-half (1/2) hour after the scheduled time for such an escort and the PEIS collocator shall pay for such half-hour charges in the event the PEIS collocator fails to show up.* (C)
- 13. Cable Record charges - These charges apply for work required to build cable records in *the* Company's systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. *These non-recurring fees will be billed upon receipt of the PEIS collocator's BFFO.* (C)
- 14. *Other – If a rate for a specific service or function is not identified in this Tariff, then a rate will be negotiated by the Parties upon request by either Party.* (C)
 - a. (DELETED) (D)
 - b. (DELETED) (D)

B. Minimum Requirements

The PEIS collocator is required to pay a minimum of six (6) months of Space Preparation *fees* and six (6) months of Floor Space Charges should the PEIS collocator terminate its rights of occupancy prior to six months of occupancy.

E20.2.22 Rates and Charges

A. Physical Expanded Interconnection Service (PEIS)

1. Initial Application Fee				(C)
	Monthly	Nonrecurring		
	Rate	Charge	USOC	
(a) Per Request	-	\$3,773.54	PE1BA	(I)
2. Subsequent Application Fee				
(a) Per Request	NA	3,145.35	PE1CA	(T) (I)
3. Space Preparation				(T)
(a) Firm Order Processing, per Firm Order	NA	1,206.07	PE1SJ	(I)
(b) Central Office Modifications, Per sq. ft.	\$2.32	-	PE1SK	(R)
(c) Common Systems Modifications-Cageless, Per sq. ft.	3.26	-	PE1SL	(R)
(d) Common Systems Modifications-Caged, Per cage	110.57	-	PE1SM	(R)
4. Space Enclosure				(T)
(a) Welded Wire Cage, Per First 100 sq. ft.	184.97	NA	PE1BW	(R)
(b) Welded Wire Cage, Per Additional 50 sq. ft.	18.14	NA	PE1CW	(R)

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E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.22 Rates and Charges (Cont'd)

A. Physical Expanded Interconnection Service (PEIS) (Cont'd)

5. Floor Space

		Monthly Rate	Nonrecurring Charge	USOC	
(a)	Per sq. ft.	\$7.99	NA	PE1PJ	(R)
6.	Cable Installation				
(a)	Per Cable	-	\$1,729.11	PE1BD	(R)
7.	Cable Support Structure				
(a)	Per Entrance Cable	19.86	NA	PE1PM	(R)
8.	Power				
(a)	Power, -48V DC Power Per fused amp	8.06	NA	PE1PL	(C)(R)
(b)	120V AC Single Phase Standby, Per breaker amp	5.44	-	PE1FB	(R)
(c)	240V AC Single Phase Standby, Per breaker amp	10.88	-	PE1FD	(R)
(d)	120V AC Three Phase Standby, Per breaker amp	16.32	-	PE1FE	(R)
(e)	277V AC Three Phase Standby, Per breaker amp	37.68	-	PE1FG	(R)

9. Cross- Connect

		Monthly Rate	Nonrecurring Charge		USOC	
			First	Additional		
(a)	2-wire, Per cross connect	\$0.0333	\$24.68	\$23.68	PE1P2	(R)
(b)	4-wire, Per cross connect	0.0665	24.88	23.82	PE1P4	(R)
(c)	DS1, Per cross connect	\$1.48	44.23	31.98	PE1P1	(R)
(d)	DS3, Per cross connect	18.89	41.93	30.51	PE1P3	(R)
(e)	2-Fiber, Per cross connect	3.75	41.93	30.51	PE1F2	(R)
(f)	4-Fiber, Per cross connect	6.65	51.29	39.87	PE1F4	(R)

		Monthly Rate	Nonrecurring Charge		USOC	
10.	Security Access System					(T)
(a)	Security System, Per central office premises	\$76.10	-		PE1AX	(R)
(b)	New Access Card Activation , Per card	0.058	\$55.79		PE1A1	(T)(R)(I)
(c)	Administrative Change - Existing Access card, Per Request, Per State, Per card	-	15.64		PE1AA	(T)(I)
(d)	Access Card, Replace lost or stolen card, Per card	-	45.74		PE1AR	(T)(I)
(e)	Initial Key, Per key	-	26.29		PE1AK	(T)(I)
(f)	Keys, Replaced, lost or stolen key, Per key	-	26.29		PE1AL	(T)(I)
11.	Space Availability Report					(T)
(a)	Per Premises requested	-	2,158.67		PE1SR	(I)

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E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.22 Rates and Charges (Cont'd)

A. Physical Expanded Interconnection Service (PEIS) (Cont'd)

12. Cable Record Charges

	Monthly Rate	Nonrecurring Charge		USOC	
		First	Additional		
(a) Cable Records, per request	-	\$1,524.45	\$980.01	PE1CR	(R)
(b) VG/DS0 Cable, per cable record	-	656.37	656.37	PE1CD	(R)
(c) VG/DS0 Cable, per each 100 pair	-	9.65	9.65	PE1CO	(R)
(d) DS1, per T1TIE	-	4.52	4.52	PE1C1	(R)
(e) DS3, per T3TIE	-	15.81	15.81	PE1C3	(R)
(f) Fiber Cable, per cable record	-	169.63	169.63	PE1CB	(R)
(g) Request Resend of CFA Information – Per CLLI -	-	77.55	77.55	PE1C9	(N)

13. Security Escort

		First One-Half Hour Or Fraction Thereof	Add'l One-Half Hour Or Fraction Thereof	USOC	
(a) Basic Time	-	\$33.98	\$21.53	PE1BT	(I)
(b) Overtime	-	44.26	27.81	PE1OT	(I)
(c) Premium Time	-	54.54	34.09	PE1PT	(I)

14. Co-Carrier Cross Connects

	Monthly Rate	Nonrecurring Charge	USOC	
(a) Fiber Cable Support Structure, Per cable, Per linear ft.	\$0.0012	NA	PE1ES	(N)
(b) Copper/Coax Cable Support Structure, Per cable, Per linear ft.	0.0018	NA	PE1DS	(N)
(c) Application Fee, Per application	-	\$584.20	PE1DT	(N)

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E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.22 Rates and Charges (Cont'd)

B. Physical Expanded Interconnection Service (PEIS) – Adjacent Collocation

1.	Application Fee								(M)
			Monthly Rate	Nonrecurring Charge		USOC			(M)
	(a) Per Request		-	\$3,165.50		PE1JB			(M)(T)(I)
2.	Space								(M)
	(a) Per sq. ft.		\$0.0173	-		PE1IA			(M)(T)(R)
3.	Electrical Facility								(M)
	(a) Per linear ft.		5.35	-		PE1JC			(M)(R)
4.	Cross-Connect								
			Monthly Rate	Nonrecurring Charge		USOC			
	(a) 2-wire, Per cross connect		\$0.0258	\$24.68	\$23.68	PE1P2			(T)(M)(R)
	(b) 4-wire, Per cross connect		0.0515	24.88	23.82	PE1P4			(T)(M)(R)
	(c) DS1, Per cross connect		1.37	44.23	31.98	PE1P1			(T)(M)(R)
	(d) DS3, Per cross connect		18.61	41.93	30.51	PE1P3			(T)(M)(R)
	(e) 2-Fiber, Per cross connect		3.15	41.93	30.51	PE1F2			(T)(M)(R)
	(f) 4-Fiber, Per cross connect		6.02	51.29	39.87	PE1F4			(T)(M)(R)
5.	Power								
			Monthly Rate	Nonrecurring Charge		USOC			
	(a) 120V AC Single Phase Standby, Per breaker amp		\$5.44	-		PE1FB			(M)(R)
	(b) 240V AC Single Phase Standby, Per breaker amp		10.88	-		PE1FD			(M)(R)
	(c) 120V AC Three Phase Standby, Per breaker amp		16.32	-		PE1FE			(M)(R)
	(d) 277V AC Three Phase Standby, Per breaker amp		37.68	-		PE1FG			(M)(R)
6.	Cable Installation								
	(a) Per Cable		-	\$1,729.11		PE1BD			(C)(M)(R)
7.	Cable Support Structure								
	(a) Per Entrance Cable		19.86	NA		PE1PM			(M)(R)