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AT&T Texas  
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LOCAL ACCESS SERVICE TARIFF  
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**REGULATIONS**

**1. Scope of Service**

- 1.1 This tariff identifies the terms, conditions and rates available only to holders of a Certificate of Convenience and Necessity (CCN), Certificate of Authority (COA), or Service Provider Certificate of Authority (SPCOA) in the provisioning of their authorized local exchange telephone service within the certificated territory of SWBT.
- 1.2 The services specified in the Resale Services section of this tariff are available only to SPCOA holders. The Usage Sensitive Local Connection (USLC) Service section of this tariff is available to all Local Service Providers (LSP).

**2. Definitions**

Certificate of Operating Authority (COA) - A COA entitles a holder to provide local exchange telephone service in a designated area in the state of Texas. A COA is granted by the Texas Public Utility Commission and is further defined in PURA, Sec. 3.2531.

Demarcation Point - The point of demarcation between SWBT communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. This definition is defined in detail in the AT&T Texas Guidebook, Part 2, Section 1.

End Office Switch - An end office switch is a local SWBT switching system where SWBT exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.

Exchange - The geographic territory delineated as an exchange area by official commission boundary maps. An exchange area usually embraces a city or town and its environs. An exchange area may be served by more than one central office. An exchange area may also be referred to as an exchange.

Local Service Provider (LSP) - A LSP, for the purposes of this tariff, is any holder of a Certificate of Convenience and Necessity (CCN), a Certificate of Operating Authority (COA) or a Service Provider Certificate of Operating Authority (SPCOA) providing competing local exchange telephone service within SWBT's certified territory.

Service Provider Certificate of Operating Authority (SPCOA) - A SPCOA entitles a holder to provide local exchange telephone service in a designated area in the state of Texas. A SPCOA is granted by the Texas Public Utility Commission and is further defined in PURA, Sec. 3.2532.

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**REGULATIONS**

**3. General Regulations**

**3.1 Liability of SWBT**

3.1.1 SWBT's failure to provide or maintain service under this tariff shall be excused by labor difficulties, government orders, civil commotion, acts of God and other circumstances beyond SWBT's reasonable control, subject to the interruption allowance provisions of this tariff.

3.1.2 Interruption of Service

In the event a LSP's service, provided under Section 3, Usage Sensitive Local Connection, is interrupted other than by the negligence or willful act of the LSP or its end user customer, and it remains out of order for eight normal working hours or longer after access to the end user customer's premises, appropriate adjustments or refunds shall be made to the LSP. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the LSP shall be the pro-rata part of the assumed minute-of-use charge for the period of days and that portion of the service facilities rendered useless or inoperative. The refund is accomplished by a credit on a subsequent bill for service. When a service includes more than one communications path, the interruption allowance applies to the path interrupted.

For calculating credit allowances, every month is considered to have 30 days.

(A) The amount of credit to the LSP shall be an amount equal to a pro-ration of assumed minute-of-use charges specified in this tariff for the period during which the facility affected by the interruption is out of service.

(B) A credit shall not be applicable for any period during which the LSP fails to afford access to the facilities furnished by SWBT for the purpose of investigating and clearing troubles.

3.1.3 SWBT's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a LSP or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service here under, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the LSP for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the LSP under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the LSP or which arise from the use of LSP-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

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**REGULATIONS**

**3. General Regulations** (Cont'd.)

**3.1 Liability of SWBT** (Cont'd.)

- 3.1.4 SWBT shall extend its service guarantees to LSPs, under the same terms and conditions and at the same credit amounts which are made available for various end user services, for services or underlying service components available to or purchased by the LSP. The LSPs will be treated like any other customer with regard to service guarantees; no more and no less. The Service Guarantee provisions are detailed in the AT&T Texas Guidebook, Part 2, Section 2.
- 3.1.5 SWBT shall be indemnified and held harmless by the LSP against claims and damages by the LSP's customers arising from provision of the LSP's services or equipment except those directly associated with the provision of Local Access Service to the LSP, which is governed by other sections of this tariff.
- 3.1.6 SWBT shall be indemnified and held harmless from all claims and damages arising from the discontinuance of service for nonpayment to SWBT by the LSP. Notice of discontinuance shall be as specified in the Substantive Rules of the Public Utility Commission of Texas.
- 3.1.7 SWBT shall have no liability to the customers of the LSP for claims arising from the provision of the LSP's service to its customers including but not limited to claims for interruption of service, quality of service or billing disputes.
- 3.1.8 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by SWBT's lines, SWBT is not liable for any act or omission of the other companies or carriers.
- 3.1.9 The SPCOA holder assumes all risks associated with the withdrawal of the provisioning of an experimental service to its end user customers and agrees to hold SWBT harmless for any claims made by the SPCOA holder's end user against SWBT related to the withdrawal of the experimental service offering. If SWBT elects to withdraw an experimental service offering, it may do so without liability to the SPCOA holder or the end user customer of the SPCOA holder.

**3.2 Obligations of the LSP**

- 3.2.1 The LSP is required to provide SWBT a copy of its approved certificate granted by the PUC authorizing the LSP as a telecommunications utility and doing business as a holder of a CCN, COA or SPCOA.
- 3.2.2 For the purposes of establishing service and providing efficient and consolidated billing to the LSP, the LSP is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN). SWBT will provide information on how to acquire an OCN to potential LSPs who have made service inquiries of SWBT.

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**REGULATIONS**

**3. General Regulations** (Cont'd.)

**Obligations of the LSP** (Cont'd.)

3.2.3 The LSP is required to provide SWBT with a letter signed by a company officer verifying that it will obtain end user authorization prior to requesting changes in end users' existing local exchange telephone service. The authorization must conform with the Public Utility Commission of Texas' Substantive Rule 23.97 (i) (1). Only an end user can initiate a challenge to a change in its local exchange telephone service. If an end user challenges a change, the LSP must produce the authorization to substantiate the LSP had the end user's authority to convert the service or the offending LSP is subject to the provisions of 23.97 (i) (1). The authorization does not need to be provided with the service request but the LSP must retain such authorizations for 12 months. The LSP must produce the end user's authorization within 14 days of a request by SWBT. If an end user requests to be reestablished with SWBT and SWBT was the previous provider of the end user's local exchange telephone service, SWBT will convert the end user to SWBT's service. With this change, SWBT must also comply with the conversion rules provided herein.

The end user's authorization is only required when an end user is converting service between SWBT and a competing LSP. End user authorization is not required for new requests for service including end users moving into the area and installation of additional lines.

3.2.4 The LSP is responsible for payment of all charges for services provided from this tariff which the LSP orders for resale to its end users.

3.2.5 If billing for SWBT's utility services is found to differ from SWBT's tariff rates, or if SWBT fails to bill the LSP for such services, a billing adjustment will be calculated by SWBT. If the LSP is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by SWBT within three billing cycles of the bill in error, interest is not applicable. However, if an overcharge is not adjusted by SWBT within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge as specified in Substantive Rule 23.45 (g).

3.2.6 All individual information furnished by a LSP to SWBT is treated as confidential and is used for SWBT's establishment of service, billing, audit and true-up procedures, and not for any other purpose.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.3 Payments of Rates and Charges**

- 3.3.1 When making application for service, the LSP may be required to pay, at the time the application is accepted, an advance payment equal to the installation charges and one month's charges for the services provided.
- 3.3.2 The amount of the advance payment will be credited to the LSP's account and applied against any indebtedness.
- 3.3.3 A one-time late payment penalty of four percent will apply to any unpaid balance not received by SWBT by the next bill date. The late payment penalty is in compliance with the provisions for commercial accounts in the AT&T Texas Guidebook, Part 2, Section 2. The late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing.

**3.4 Deposits**

- 3.4.1 A LSP which has proven history of late payments to SWBT or does not have established credit must make a deposit prior to or at any time after the provision of a service to the LSP to be held by SWBT as a guarantee of the payment of rates and charges. The deposit requirement may be waived for a LSP which is a successor of a company which has established credit and has no history of late payments to SWBT or the LSP has established credit under other SWBT services (e.g. Access Services). In lieu of the deposit, the LSP may provide a Contract of Guaranty as defined in the AT&T Texas Guidebook, Part 2, Section 2, paragraph E.2. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period plus the amount of any termination charges that may be attributable to the service. The fact that a deposit has been made in no way relieves the LSP from complying with SWBT's regulations as to the prompt payment of bills. Simple interest set annually by the Commission at the rate of not less than six percent per annum or greater than twelve percent per annum will be paid on deposits. Payment of the interest to the LSP shall be annually, if requested by the LSP, or at the time the deposit is returned or credited to the LSP's account. The deposit shall cease to draw interest on the date it is returned or credited to the LSP's account.
- 3.4.2 If service is not connected or after disconnection of service, SWBT shall promptly and automatically refund the LSP's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished.

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**REGULATIONS**

**3. General Regulations** (Cont'd.)

**3.4 Deposits** (Cont'd.)

3.4.3 When the LSP has paid bills for service for twenty-four (24) consecutive billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and when the LSP is not delinquent in payment of the current bill, SWBT shall refund the deposit plus accrued interest to the LSP.

At the option of SWBT, such a deposit may be refunded or credited to the account when the LSP has established credit or after the LSP has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the LSP.

3.4.4 For failure to furnish a required deposit, service may be discontinued within thirty days after SWBT has mailed notice to the LSP at the billing address appearing on SWBT's records requiring the LSP to furnish such deposit.

**3.5 Municipal Fees and Taxes**

3.5.1 Municipal fees, where applicable, will be assessed on the resold flat rate local exchange telephone service provided in Section 2 and the Usage Sensitive Local Exchange Service provided in Section 3. The same fee will be applied to the SWBT resold services as is applied to SWBT services terminating at an end user premises within the municipality of the municipal taxing body.

3.5.2 State/local sales tax and federal excise tax will be applied to the resold services until SWBT has received the two completed exemption certificates from the LSP. An exemption certificate is required for state/local sales tax exemption and a separate certificate for federal excise tax exemption.

**3.6 Special Service Arrangements**

For special service arrangements not covered under this tariff, special charges shall apply as provided in the AT&T Texas Guidebook, Part 2, Section 7.

**3.7 Special Construction**

If the LSP's request for service requires construction of special facilities, the LSP will be assessed Special Construction charges as outlined in the AT&T Texas Guidebook, Part 2, Section 5.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.8 Termination of Service**

Upon nonpayment of any sum due SWBT, or upon violation of any conditions governing the furnishing of service, SWBT may by notice to the LSP, without incurring any liability, discontinue the furnishing of said service. Proper notice shall consist of notice sent by certified mail, return receipt requested, at least 30 days prior to a stated date of disconnection.

When the LSP elects for optional consolidated billing, the entire consolidated account and its associated sub-accounts are subject to disconnection for nonpayment of any account.

**3.9 Unauthorized Change in Local Exchange Service**

The appropriate Nonrecurring Charges will be assessed to the LSP that initiates a service or a change in the end user's local exchange service without the prior authorization of the end user. The LSP initiating the change has the burden of proof that the end user has given the authorization and must provide all supporting documentation. For the resale of flat rate Local Exchange Service, the Nonrecurring Charge paid by the offending LSP is \$12.00.

**3.10 Notification of Changes in LSP**

SWBT will provide notification to the affected LSP within 24 hours of receiving a request to change LSPs.

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**RESALE SERVICES**

**1. General**

- 1.1 This tariff details, pursuant to PURA, the Southwestern Bell Telephone Company, LLC (SWBT) local exchange telephone services, and certain associated general exchange services, that are available for resale exclusively for SPCOA holders. These services are classified as Category A and Category B as found in Paragraph 3, Services.
- 1.2 The rules and regulations for the Category A or B service apply from that service's corresponding tariff or guidebook, excluding generally applicable resale restrictions.
- 1.3 SPCOA holders may resell flat rate local exchange telephone service only to the same class of customers to which SWBT sells flat rate local exchange telephone service, i.e., residence service may not be resold to business customers.
- 1.4 Resold local exchange telephone services are provisioned only between the demarcation point at the end user's location where the end user's terminal equipment is located and the SWBT end office that serves the end user's location.
- 1.5 SPCOA holders may not use a resold flat rate local exchange telephone service to avoid the rates, terms, and conditions of SWBT's tariffs or guidebooks.
- 1.6 SPCOA holders may not terminate both flat rate local exchange telephone service and usage sensitive local connections (as provided for in Section 3 of this tariff) on the same end user's premises.
- 1.7 SPCOA holders may not use resold flat rate local exchange telephone service to provide access services to other interexchange carriers, cellular carriers, competitive access providers, or other retail telecommunications providers, but may permit their local exchange telephone service customers to use resold local exchange telephone service to access interexchange carriers, cellular carriers, competitive access providers, or other retail telecommunications providers.
- 1.8 SWBT may implement promotional rates for its own end users at any time after notification to the Commission. SWBT agrees to provide SPCOA holders with written notice of its intent to file promotions of its services along with effective promotion dates, locations, and a copy of the illustrative tariff or complete service description, including rates. SWBT's promotional rates that are required to be passed on to the SPCOA holders will go into effect in one of the two following manners:
  - 1.8.1 SWBT's promotional rates will go into effect for the SPCOA holder 30 days after notification to the SPCOA holder has been mailed or concurrent with SWBT's promotional rates to its end user customers, whichever is later. The promotional rates for the SPCOA holder will remain in effect for the same total number of days or months that SWBT's promotional rates are effective for its end users.
  - 1.8.2 The SPCOA holder has the option of activating the promotional rate for the SPCOA holder effective beginning on the same date that SWBT's promotional rates are effective for SWBT's end users. If the SPCOA holder elects this option subsequent to SWBT implementing the promotional rate for its end users, the promotional rate for the SPCOA holder will commence on SWBT's receipt of written election from the SPCOA holder. Under this election, the promotional rates will end for the SPCOA holder on the same date that SWBT ends the promotional rate to its own end users.



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**RESALE SERVICES**

**2. Rate Regulations**

- 2.1 Category A services are available for resale at 95% of the monthly and nonrecurring tariff rates. Category B services are available for resale at 100% of the monthly and nonrecurring tariff rates. Category designation of specific services and their associated tariffs are as found in Paragraph 3, Services.
- 2.2 If the tariff rates change for the Category A or B services being resold, the rate change also is applicable to the resold service.
- 2.3 Any promotions, discount offerings or packages offered by SWBT for services within either Category A or B also will be available for resale. Promotions, discount offerings or packages for services listed under Category A will be available for resale by SPCOA holders at 95% of the promotional, discounted or packaged rate. Promotions, discount offerings or packages for services listed under Category B will be available for resale by SPCOA holders at 100% of the promotional, discounted or packaged rate.
- 2.4 A charge applies for the record change when converting the SWBT account to a SPCOA holder or between SPCOA holders. The rate for this records change is the secondary service order charge as found in the AT&T Texas Guidebook, Part 3, Section 1.
- 2.5 For purposes of ordering service under this tariff, all requests for service are handled as an initial request for service. When a holder of a SPCOA orders multiple requests for service under one service order, additional line rating for Service Connection Charges is only applicable to those requests for service at the same end user location.
- 2.6 An End User Common Line (EUCL) charge, as found in Section 4 of Tariff FCC 73, will continue to apply for each local exchange line resold under this section of the tariff. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

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**RESALE SERVICES**

**3. Services**

**3.1 Category A**

<u>Service</u>	<u>Reference</u>
Residence - One Party	AT&T Texas Guidebook
Residence - PBX Trunk	AT&T Texas Guidebook
Residence - One Element Measured, One Party	AT&T Texas Guidebook
Business - One Party	AT&T Texas Guidebook
Business - PBX Trunk	AT&T Texas Guidebook
Business - One Element Measured, One Party	AT&T Texas Guidebook
Business - Hotel/Motel Measured Trunk	AT&T Texas Guidebook
BizSaver	AT&T Texas Guidebook
Call Control Options	AT&T Texas Guidebook
Caller ID	AT&T Texas Guidebook
Caller IntelliData	AT&T Texas Guidebook
ComCall	AT&T Texas Guidebook
Custom Calling Services	AT&T Texas Guidebook
Customer Alerting Enablement	AT&T Texas Guidebook
DID Numbers	AT&T Texas Guidebook
Disaster Routing	AT&T Texas Guidebook
Directory Assistance Service	AT&T Texas Guidebook
Extended Area Calling Service-Mandatory	AT&T Texas Guidebook
Hot Line/Warm Line	AT&T Texas Guidebook
Hunting Services	AT&T Texas Guidebook
Local Operator Assistance Service	AT&T Texas Guidebook
Night Numbers	AT&T Texas Guidebook
IntelliNumber	AT&T Texas Guidebook
Intelligent Redirect	AT&T Texas Guidebook
Personalized Ring	AT&T Texas Guidebook
Preferred Number Service	AT&T Texas Guidebook
PLEXAR I & II	AT&T Texas Guidebook
Remote Access to Call Forwarding	AT&T Texas Guidebook
Selective Call Forwarding	AT&T Texas Guidebook
Simultaneous Call Forwarding	AT&T Texas Guidebook
Toll Restrictions	AT&T Texas Guidebook
Touch Tone	AT&T Texas Guidebook
Voice Dial	AT&T Texas Guidebook
THE WORKS	AT&T Texas Guidebook
Central Office Access Charge	AT&T Texas Guidebook
Service Order Charge	AT&T Texas Guidebook
Station Handling Charge	AT&T Texas Guidebook
Trip Charge	AT&T Texas Guidebook

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**RESALE SERVICES**

**3. Services** (Cont'd.)

**3.2 Category B**

<u>Service</u>	<u>Reference</u>
Bill Plus™	AT&T Texas Guidebook
Consolidated Billing	AT&T Texas Guidebook
Listings	AT&T Texas Guidebook
DigiLine	AT&T Texas Guidebook
Extended Area Calling Service-Optional	AT&T Texas Guidebook
EMS	AT&T Texas Guidebook
Selective Class of Call Screening	Pay Telephone Exchange Access Service
SmartTrunk	AT&T Texas Guidebook
Telebranch Service	AT&T Texas Guidebook
Suspension and Restoral of Service	AT&T Texas Guidebook
Toll Billing Exception{1}	AT&T Texas Guidebook
900/976 Call Restriction	AT&T Texas Guidebook

{1} This service is provided at no charge but is available to SPCOAs.

**USAGE SENSITIVE LOCAL CONNECTION**

**1. General**

In addition to the regulations set forth in the regulations section of this tariff, additional regulations are set forth throughout this section.

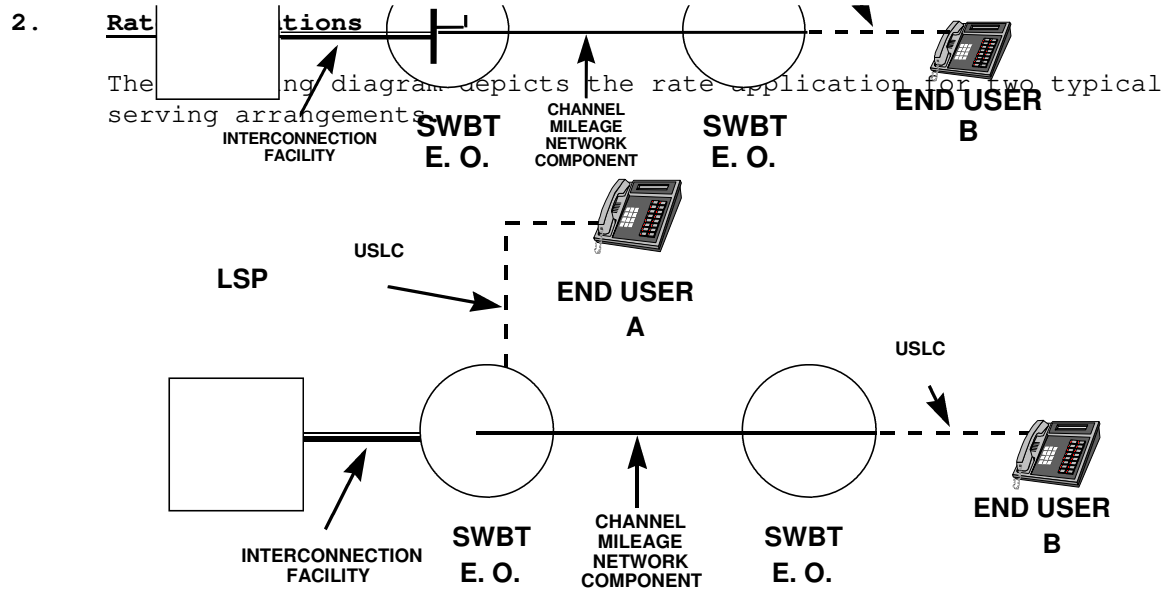
**2. Rate Regulations**

The Usage Sensitive Local Connection (USLC) Service provides a two-way connection between an end user's location and the SWBT serving wire center for that end user location. USLC Service is used solely for the completion of switched traffic where the LSP provides the local dial tone and switching to the end user. USLC Service is provisioned as a 2-wire analog connection at 5dB or 8dB of loss. If an existing loop has a loss of less than 5 dB or 8 dB (for single lines), SWBT will not add any type of attenuation to match the maximum loss of 5 dB or 8 dB for the lines. SWBT will maintain the transmission loss of 5 dB or 8 dB loops in accordance with the Public Utility Commission of Texas' Substantive Rule 23.61 (e) (8) (B) & (C). In addition, a voice grade cross-connect, as found in Section 25 of the Intrastate Access Service Tariff, is required for each USLC Service connection.

The connection from the LSP's POP to the USLC Service cross-connect in a SWBT central office may utilize facilities obtained through negotiated interconnection arrangements, conditional collocation arrangements or special access services provided from SWBT's Access Service Tariffs. When the LSP requests aggregation of USLC Service between SWBT end offices, these interoffice connections will be provisioned as channel mileage network components from Section 28 of the Intrastate Access Service Tariff.

The USLC Service is provided in accordance with the specifications, interfaces and parameters described in SWBT Technical Publication No. TP-76-836. SWBT does not guarantee that its USLC Service is compatible with any specific facilities or equipment or can be used for any particular purpose or service. LSPs ordering USLC Service are responsible for obtaining or providing facilities and equipment that are compatible with SWBT's USLC Service. Once the USLC Service is disconnected from an end user's location, the facility is again available to SWBT for future provisioning needs of other customers.

**USAGE SENSITIVE LOCAL CONNECTION**



The LSP pays the minute of use monthly rate for all calls originating or terminating to each end user. If the LSP wishes to aggregate USLC Service from other SWBT end offices, additional charges for a channel mileage network component from Section 28 of the Intrastate Access Service Tariff would apply.

The facility which connects the LSP's POP to the SWBT serving wire center is depicted above as the LSP's negotiated interconnection facility. In addition to utilizing interconnection facilities, the LSP has the option of providing this connection via a conditional collocation arrangement or Special Access Service from the Intrastate Access Tariff.

**USAGE SENSITIVE LOCAL CONNECTION**

**2. Rate Regulations (Cont'd.)**

**2.1 Special Construction Charges**

Rates and charges for special construction are special quotations and will be based on estimated cost incurred by SWBT and may include (1) one-time service charges, (2) recurring type charges, (3) termination liabilities, (4) or combination thereof. Special construction rates are charged in addition to rates and charges for USLC Service in this tariff.

**2.2 Nonrecurring Charges**

A nonrecurring charge will be applicable for the installation of the USLC. There are nonrecurring charges for the first connection on a LSP order as well as separate nonrecurring charges for each additional connection associated with that same LSP order at the same end user's premises. Nonrecurring charges, as found in Sections 25 and 28 of the Intrastate Access Tariff will also apply for the installation of cross-connects, transport and multiplexing, when applicable.

**2.3 Change in Providers**

When converting the SWBT account to a LSP or between LSPs utilizing USLC Service, the conversion will be handled as a disconnect of the current account and a new connect of the USLC Service account. The rate for this change is the Nonrecurring Charge as found in Paragraph 3.3.

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**USAGE SENSITIVE LOCAL CONNECTION**

**3. Rates and Charges**

**3.1 Usage Charges**

(Reserved for future use.)

**3.2 USLC Rate Elements**

Rates expressed on a monthly basis.

	<u>8 dB</u>	<u>5 dB</u>
Per each end user connection	\$15.00	\$17.00

Rates expressed on a monthly basis<sup>1</sup>.

	Individual Line <u>8 dB</u>	Multiline <u>8 dB</u>	Multiline <u>5 dB</u>
Per each end user connection	\$11.50	\$9.15	\$11.15

**3.3 Nonrecurring Charges**

The additional nonrecurring charge is for additional USLC Service at the same premises and on the same LSP order. The nonrecurring charges are as follows:

	<u>Nonrecurring Charges</u>
End User Connection (First)	\$60.00
End user Connection (Additional)	\$44.00

1 These rates are applicable concurrent with the Federal Communications Commission's approval of applying End User Common Line Charges to the LSPs.

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**USAGE SENSITIVE LOCAL CONNECTION**

**3.4 Assumed Minutes of Use**

(Reserved for future use.)

**3.5 End User Common Line (EUCL) Charge**

The EUCL charge, as found in Section 4 of Tariff FCC 73, will apply for each USLC. This charge will be billed monthly at either the single line or multi-line rate. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

**3.6 Minimum Monthly Charge**

(Reserved for future use.)

**3.7 Maintenance of Service Charge**

The LSP will be responsible for payment of a Maintenance of Service Charge when SWBT dispatches personnel to the end user's premises and finds the trouble is in the equipment or communications systems located on the end user's side of the demarcation point. The Maintenance of Service Charge is found in the AT&T Texas Guidebook, Part 2, Section 9, paragraph B.2.



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**INTERIM NUMBER PORTABILITY**

**1. General**

- 1.1 Interim Number Portability (INP) is a one-way terminating service arrangement provided by SWBT to LSPs whereby an end-user customer, who switches subscription to local exchange service from SWBT to a LSP, is permitted to retain, for their use, the existing SWBT assigned telephone number provided that the end user remains at a location within the same SWBT serving central office.
- 1.2 In SWBT exchanges where an overlay NPA has been approved by the Public Utility Commission of Texas, INP will be provided by SWBT to LSPs where; 1) the end-user customer is a current SWBT customer and chooses to obtain additional service from an LSP or 2) chooses to obtain additional service from the LSP after moving within a wire center.

**2. Rate Regulations**

- 2.1 INP is only available to LSPs.
- 2.2 INP services and facilities will only be provided where technically feasible, subject to the availability of facilities. INP services and facilities are not offered for SWBT operated coin telephone service or Pay Telephone Exchange Access Service.
- 2.3 INP services are not available for local exchange end-user accounts of SWBT where SWBT has ceased to provide dial-tone at the time the LSP orders INP service unless full payment is made or an agreement is reached where SWBT would have restored dial-tone to the end user.
- 2.4 When the exchange service offerings associated with INP service is provisioned using remote switching arrangements, INP service is only available from, or to host central offices.
- 2.5 SWBT will only provide INP service to a LSP switch or interconnection point within SWBT exchanges.
- 2.6 The LSP's customer may retain a SWBT two-way Optional Extended Metropolitan Service (EMS) or a two-way Optional Extended Area Calling Service (EACS) telephone number. When the end users wishes to retain an optional EMS/EACS telephone number, the EMS/EACS additive as found in Paragraph 7.3 applies in addition to the charges specified Paragraphs 7.1 and/or 7.2 following.
- 2.7 An LSP may request SWBT establish INP service on a bulk mechanized basis rather than on a number by number basis subject to the limitations of the mechanized process. SWBT will develop a mechanized means for establishing the service on multiple end user accounts. The LSP will be required to provide all necessary information to SWBT in a mechanized data format acceptable to SWBT and will be assessed the Mechanized Service Order charges in Paragraph 7.4 following.
- 2.7.1 Mechanized service orders will be accepted for INP-Remote service only.
- 2.7.2 Mechanized service orders will be initially limited to processing single line end user account. Due to the complexity of converting multi-line accounts, manual intervention is required to insure orders are processed in the necessary sequence to make the conversion transparent to the end-user.

**INTERIM NUMBER PORTABILITY**

**3. Obligations of SWBT**

3.1 SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide INP service in accordance with its tariff. In the event that SWBT becomes aware that a dispute or discrepancy may have occurred, it may insist that the LSP provide written evidence of its authority to SWBT from the end user as outlined in Section 1, Sheet 4, Paragraph 3.2.3, of this tariff.

**4. Obligations of LSPs**

- 4.1 The LSP is responsible for assuring that its switch is capable of accepting INP ported traffic.
- 4.2 The LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. The LSP is required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may terminate INP service in accordance with the AT&T Texas Guidebook, Part 2, Section 2, and Section 23.46(d) of the Commission's Substantive Rules.
- 4.3 The LSP is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which it is not presently providing local exchange service or terminating to an end user.
- 4.4 Where the LSP chooses to disconnect or terminate any INP service, it is responsible for designating the preferred type of announcement to be provided by SWBT at appropriate intercept rates.
- 4.5 When the LSP disconnects or terminates service to the end-user, the LSP will return the INP telephone number to SWBT and SWBT will provide the intercept service. Customized intercept announcements will be made available at appropriate tariff rates.
- 4.6 The LSP is required, as a condition of acquiring INP service from SWBT, to negotiate a reciprocal interim number portability service arrangement to allow a LSP customer to switch subscription to SWBT and retain the existing LSP's assigned telephone number.
- 4.7 Each LSP shall provide for the Automatic Location Identification (ALI) record retrieval of the directory number, a five-character Telephone Company Identification (TCI) of the company that provides service to the calling line, and any other standards consistent with National Emergency Number Association (NENA) standards. SWBT shall provide and enable all the above consistent with NENA standards. SWBT and the LSPs shall cooperate and coordinate with 911 entities to the fullest extent possible regarding implementation of the above and educating PSAP personnel on the changes to the ALI screen and ALI information. The LSPs and SWBT shall negotiate interconnection arrangements for implementation of all the above, and the implementation will not be delayed pending such negotiations.

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INTERIM

**INTERIM NUMBER PORTABILITY**

**4. Obligations of LSPs (Cont'd.)**

- 4.7 The LSP is responsible for designating to SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Collect, Third party, and other operator handled non-sent paid calls from or to INP assigned telephone numbers. SWBT will block all such calls unless; (1) the LSP may accept billing and collection from SWBT for such calls; or (2) the LSP may negotiate a separate billing and collection agreement with SWBT reestablishing the call handling, processing and billing responsibilities of the parties.

**5. Limitations of Service**

- 5.1 SWBT is not responsible for adverse affects on any service, facility or equipment from the use of INP service.
- 5.2 End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by the Company for such calls.
- 5.3 SWBT is not responsible to the LSP if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a LSP obsolete or renders modification of the LSP's equipment necessary.

**6. Service Descriptions**

**6.1 Interim Number Portability (INP) - Remote**

- 6.1.1 INP-Remote is a local exchange telecommunications service whereby a call dialed to an INP-Remote equipped telephone number, assigned in a SWBT switch, is automatically forwarded to a local seven or ten digit telephone number assigned in a LSP switch. The forwarded-to-number is specified by the LSP.
- 6.1.2 INP-Remote provides three call paths for the forwarding of no more than three calls to the LSP's specified forwarded-to-number. Additional call paths for the forwarding of four or greater simultaneous calls are available on a per path basis at rates specified in 7.1 following.

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INTERIM

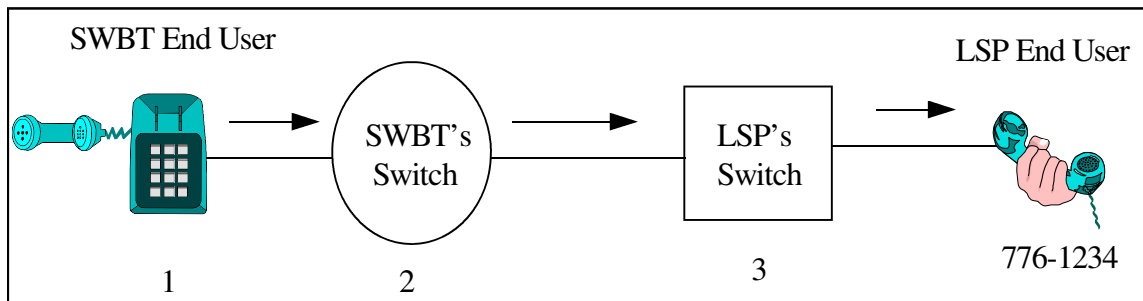
**INTERIM NUMBER PORTABILITY**

**6. Service Descriptions** (Cont'd.)

**6.1 INP-Remote** (Cont'd)

6.1.3 Where technologically feasible, the Company will provide identification of the originating telephone number, via SS7 signaling, to the LSP.

6.1.4 Below is a diagram of Interim Number Portability - Remote:



In this example, the LSP end user is a former SWBT end user who has retained the 776-1234 telephone number when changing service providers. A caller dials the 776-1234 telephone number (1). The SWBT switch (2) recognizes the number as an INP-Remote telephone number and translates it to the LSP assigned telephone number e.g., 333-8976; the call is then forwarded over SWBT's network to the LSP using the 333-8976 telephone number. The LSP's switch then completes the call (3).

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INTERIM

**INTERIM NUMBER PORTABILITY**

**6. Service Descriptions** (Cont'd.)

**6.2 Interim Number Portability (INP) - Direct**

6.2.1 INP-Direct is a local exchange telecommunications service which provides for the delivery of the called (dialed) telephone number to the LSP's switching equipment (central office or premises) for identification and subsequent routing and call completion by the LSP.

6.2.2 INP-Direct is available either on a per voice grade basis or a per DS1 basis.

6.2.2.1 Where INP-Direct is provisioned on a per voice grade basis, the service is provided per voice grade trunk termination at rates and charges listed in Paragraph 7.2 following.

6.2.2.2 Where INP-Direct is provisioned on a per DS1 basis, the service is provided per DS1 trunk termination at rates and charges listed in Paragraph 7.2 following.

6.2.2.3 Where the location of the LSP's switching equipment to which SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, applicable interoffice mileage charges as specified in Section 28 of the Intrastate Special Access Tariff may apply, in addition to the charges specified in 6.2.2.1 and 6.2.2.2 above.

6.2.3 When an LSP initially establishes INP-Direct service, either on a voice grade or DS1 basis, a Secondary Service Order Charge as well as a Service Establishment Charge, as listed in Paragraph 7.2 following, applies.

6.2.4 INP-Direct service must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per SWBT switch, per arrangement for control purposes. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

6.2.5 SS7 Signaling is not available on INP direct facilities.

6.2.6 INP-Direct Trunk Termination Charges apply per trunk group, per central office. The LSP must order a separate trunk termination for each end office where the LSP's customer's SWBT assigned telephone number resides.

6.2.7 The LSP must provide an appropriate facility to forward calls from the SWBT serving central office to the LSP's switch. This facility can be obtained in any one of the following ways:

- (1) The LSP may utilize the same facility negotiated in its interconnection agreement with SWBT; or
- (2) The LSP may provide this facility via a conditional colocation agreement; or
- (3) The LSP may subscribe to a Special Access facility from Section 28 of SWBT Intrastate Access Service Tariff.

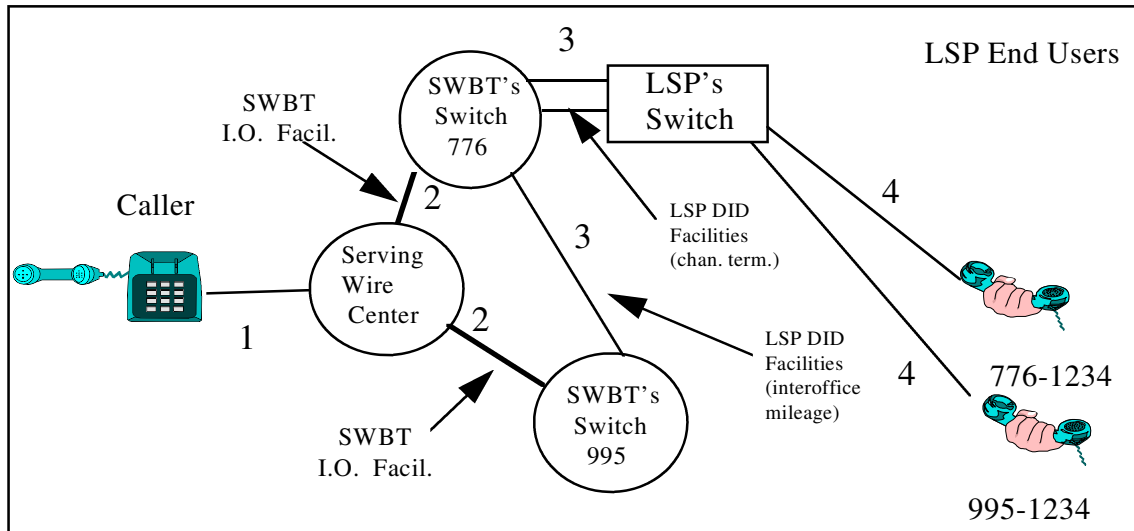
INTERIM

INTERIM NUMBER PORTABILITY

6. Service Descriptions (Cont'd.)

6.2 Interim Number Portability (INP)-Direct (Cont'd.)

6.2.8 Below is a diagram of Interim Number Portability - Direct:



The caller dials 776-1234 or 995-1234 (1) and the caller's serving wire center recognizes the dialed NXX and forwards the call to the appropriate SWBT switch (776 or 995 depending on what the caller dialed) where the numbers reside (2). SWBT's switch then recognizes the number as a INP Direct number and forwards the call over the DID facility (3) to the LSP's switch. The LSP then associates the INP-Direct number with a number that the LSP has assigned to its end user and then completes the call to the LSP end user (4).

The LSP must subscribe to INP-Direct facilities in each SWBT end office where the LSP's customers INP telephone numbers reside. If the serving central office of the LSP's switch is different from the central office where the INP-Direct NXX resides, interoffice mileage will apply unless the LSP has an existing facility connecting the LSP's switch to the central office where the NXX resides.

The facility which connects the LSP's switch to the SWBT serving wire center is depicted above as the LSP DID Facility (chan. term.). This facility can be obtained in three ways: 1) the LSP's negotiated interconnection facility could be utilized; 2) the LSP has the option of providing this facility via a conditional collocation arrangement or; 3) the facility may be obtained from Section 28 of the Intrastate Access Service Tariff.

**INTERIM NUMBER PORTABILITY**

**7. Rates and Charges (7)**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>7.1 Interim Number Portability - Remote</b>		
per number ported (2)		
- Business	\$ 2.10	(1)
- Residential	\$ 1.75	(1)
per additional path	\$ .10	(1)
<b>7.2 Interim Number Portability - Direct</b>		
Service Establishment Charge		
per group, per central office (3)		\$ 115.00
DID Trunk Termination		
per VG channel	\$ 24.25	
per DS1 facility	\$ 585.00	
Number Charges		
per number ported	\$ 0.01	
Subsequent number additions or deletions per occurrence (3)		\$ 1.70
<b>7.3 Optional EMS/EACS Additive</b>		
Optional EMS/EACS Number Charge, per telephone number ported	\$ 6.25	
<b>7.4 Mechanized Service Orders (4)</b>		
per request (5)	\$ 0.00	\$ 4100.00
per program run (6)	\$ 0.00	\$ 10.00
per number ported	\$ 0.00	\$ 1.00

- (1) Secondary Service Order Charges, as found in the AT&T Texas Guidebook, Part 3, Section 1, apply except when service is established via the mechanized service order process described in 2.7, preceding.
- (2) Includes three (3) call paths per number ported as detailed in 6.1.2.
- (3) Secondary Service Order Charges, as found in the AT&T Texas Guidebook, Part 3, Section 1 apply.
- (4) These charges are applicable when SWBT is able to develop a mechanized program to establish INP-Remote on multiple end user accounts in bulk rather than on an account by account basis. These charges are applicable in lieu of the secondary service order charge.
- (5) This charge (per request) for Mechanized Service Orders is based on SWBT being able to develop a mechanized program for making the changes in bulk. If, due to the LSP's specifications, more than one program is required, the LSP will be assessed a "per request" charge for every program required.
- (6) The number of program runs required is dependent on the total number of lines to be changed as well as the location and wire center concentration of those lines.
- (7) All rates and charges, with the exception of the EMS/EACS Additive, are temporarily abated pending resolution of the petitions for reconsideration and any subsequent appeals filed before the FCC. All INP rates will be applicable concurrent with the effective date of the FCC order reinstating the charges for INP Service as appropriate.

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PHYSICAL COLLOCATION  
(REGULATIONS)

**1. PURPOSE AND SCOPE OF TARIFF**

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

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



**PHYSICAL COLLOCATION  
(REGULATIONS)**

**2. DEFINITIONS**

Active Collocation Space - Denotes the space within an Eligible Structure that can be designated for physical collocation, which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third Party Engineer process pursuant to Section 6.2.1 of this Tariff. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Off-site Arrangement - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The rates, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

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

PHYSICAL COLLOCATION  
(REGULATIONS)

2. **DEFINITIONS (Cont'd)**

Adjacent Off-site Arrangement (Cont'd)

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

Adjacent Structure - A Collocator-provided structure placed on SWBT property (Adjacent On-site) or non-SWBT property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SWBT and the CLEC will mutually agree on the location of the designated the space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

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

PHYSICAL COLLOCATION  
(REGULATIONS)

2. **DEFINITIONS (Cont'd)**

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, e.g., painting a cage. Custom work may not be charged to a Collocator for any work performed which will benefit or be used by SWBT or other Collocators. SWBT also may not impose a custom work charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements provided in this Tariff. SWBT shall follow the procedures established in Section 20.1 of this Tariff for imposition of Custom Work Charges. In the event an agreement between the Collocator and SWBT is not reached regarding the custom work charge, SWBT shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SWBT shall accrue interest at the rate established by the Public Utility Commission on December 1 of each year pursuant to Section 26.24(g) of the Substantive Rules. All Custom Work Charges that are approved by the Public Utility Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SWBT that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, SWBT shall file the appropriate tariff amendment. However, SWBT shall not delay completion of such work during the tariff approval process. SWBT shall perform such work based upon interim rates, subject to true-up. If the Collocator and SWBT cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in a SWBT Eligible Structure.

Eligible Structure - Eligible Structure refers to SWBT's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SWBT that house its network facilities, and all structures that house SWBT's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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

PHYSICAL COLLOCATION  
(REGULATIONS)

2. **DEFINITIONS** (Cont'd)

Infrastructure systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

In, Inside or Within - For microwave transmissions facilities for access to collocation only, when "in", "inside" or "within" is used in reference to space at an Eligible Structure, Central Office, Dedicated Space or Adjacent Structure it shall also mean "on", "outside" or "upon", as appropriate, to expressly include rooftop space or premises.

Legitimately Exhausted - Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this Tariff is exhausted or completely occupied. Before SWBT may make a determination that space in an Eligible Structure is legitimately exhausted, SWBT must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SWBT's response to a Collocator's application or in provisioning collocation arrangements. Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this Tariff. In making this determination, SWBT may reserve space for transport equipment for one year. Additionally, SWBT may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other SWBT affiliates or for future use by SWBT or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SWBT may reserve space for Switching, Power, and MDF up to a maximum of 5 years of anticipated growth. SWBT may reserve space for DCS for 3 years of anticipated growth.

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

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PHYSICAL COLLOCATION  
(REGULATIONS)

2. **DEFINITIONS** (Cont'd)

Legitimately Exhausted (Cont'd)

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

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

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

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

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

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AT&T Texas  
Dallas, Texas  
Issued: May 9, 2024  
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LOCAL ACCESS SERVICE TARIFF  
Section: 5  
Sheet: 7  
Revision: Original  
Replacing:

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PHYSICAL COLLOCATION  
(REGULATIONS)

2. **DEFINITIONS** (Cont'd)

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of SWBT's network and/or the network of another CLEC.

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

PHYSICAL COLLOCATION  
(REGULATIONS)

**3. LIMITATION OF LIABILITY**

**3.1 Limitation**

With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to this tariff, the liability of either SWBT or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

Neither SWBT nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

Both SWBT and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable tariffs.

The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this tariff.

**3.2 Third Parties**

SWBT also may provide space in or access to the Eligible Structure, to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither SWBT nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any such Other, except in instances involving willful actions by either SWBT or the Collocator or their agents or employees.

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

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PHYSICAL COLLOCATION  
(REGULATIONS)

**4. RESPONSIBILITIES OF SWBT**

**4.1 Right to Use; Multiple Dedicated Spaces**

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

**4.2 Contact Numbers**

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

**4.3 Trouble Status Reports**

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

**4.4 Service Coordination**

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

**4.4.1 Assistance with Licensing and Permitting for Microwave**

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

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



PHYSICAL COLLOCATION  
(REGULATIONS)

4. **RESPONSIBILITIES OF SWBT** (Cont'd)

4.5 **Casualty Loss**

4.5.1 **Damage to Dedicated Space**

If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SWBT has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or SWBT opts not to rebuild, then SWBT shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SWBT must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of SWBT to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SWBT.

4.5.2 **Damage to Eligible Structure**

In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SWBT, at its option, may terminate services provided via this tariff by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

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

PHYSICAL COLLOCATION  
(REGULATIONS)

**4. RESPONSIBILITIES OF SWBT** (Cont'd)

**4.6 Construction Notification**

SWBT will notify the collocator prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. SWBT will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. SWBT will inform the collocator as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

**4.7 Construction Inspections**

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.25.

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PHYSICAL COLLOCATION  
(REGULATIONS)

5. **OBLIGATIONS OF THE COLLOCATOR**

5.1 **Certification**

The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. SWBT shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

5.2 **Contact Numbers**

The Collocator is responsible for providing to SWBT personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this tariff, the parties will provide the contact numbers included in the application process.

5.3 **Trouble Report**

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

5.4 **Removal**

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, SWBT may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees, or other costs associated with any such removal by SWBT, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SWBT harmless from the failure to return any such equipment, property or other items.

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PHYSICAL COLLOCATION  
(REGULATIONS)

5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)

5.5 Collocator's Equipment and Facilities

The Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT Frame located in the Physical Collocation Common Area:

- (A) its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;
- (B) its equipment including SWBT provided interconnect equipment provided at the request of the collocator;
- (C) required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area.
- (D) POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
- (E) the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

SWBT neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Paragraph.

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PHYSICAL COLLOCATION  
(REGULATIONS)

5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

5.5.1 **Collocator's Microwave Equipment and Facilities**

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

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

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

PHYSICAL COLLOCATION  
(REGULATIONS)

5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

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

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

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

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)**

**5.6 Insurance**

**5.6.1 Coverage Requirements**

The collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- (A) Workers' Compensation insurance with benefits afforded under the laws of the State of Texas and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury—each accident, \$500,000 for Bodily Injury by disease—policy limits and \$100,000 for Bodily Injury by disease—each employee.
- (B) Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SWBT will be named as an Additional Insured on the Commercial General Liability policy.
- (C) If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

SWBT requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)**

**5.6 Insurance (Cont'd)**

**5.6.1 Coverage Requirements (Cont'd)**

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

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AT&T Texas  
Dallas, Texas  
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**PHYSICAL COLLOCATION  
(REGULATIONS)**

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)**

**5.6 Insurance (Cont'd)**

**5.6.1 Coverage Requirements (Cont'd)**

**5.6.2 Self-Insured**

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.6.1, Coverage Requirements, shall immediately apply.

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

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PHYSICAL COLLOCATION  
(REGULATIONS)

**6. ORDERING AND PROVISIONING**

**6.1 Dedicated Space**

**6.1.1 Types of Available Physical Collocation Arrangements**

SWBT will make each of the arrangements outlined below available within its Eligible Structures in accordance with this tariff so that collocators will have a variety of collocation options from which to choose:

- (A) Caged Physical Collocation - The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Physical Land and Building, Physical Cage Preparation, Safety and Security, and Cable Racking in increments of one square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Physical Cage Preparation Charge as set forth in Paragraph 21.2 following. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 following will apply.

If the collocator elects to install, or requests that SWBT provide and install, a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the land and building rate for cageless collocation found in Paragraph 21.3 following applies.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING** (Cont'd)

**6.1 Dedicated Space** (Cont'd)

**6.1.1 Types of Available Physical Collocation Arrangements** (Cont'd)

(B) Caged Shared Collocation - SWBT will provide Caged Shared Collocation as set forth in Section 7 entitled "Use By Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

(C) Caged Common Collocation - SWBT will provide Caged Common Collocation as set forth in Section 7.1.1.

(D) Cageless Collocation - SWBT will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, SWBT will provide space in single bay increments, including available space adjacent to or next to SWBT's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. SWBT will not require Collocators to use an intermediate interconnection arrangement such as a POT frame. SWBT may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, SWBT will not provide a Collocator's personnel or agents with direct access to SWBT's main distribution frame.

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

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. **ORDERING AND PROVISIONING** (Cont'd)

6.1 **Dedicated Space** (Cont'd)

6.1.1 **Types of Available Physical Collocation Arrangements** (Cont'd)

- (E) Adjacent Space Collocation - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Tariff, SWBT will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that SWBT uses to house equipment, to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. SWBT will offer the following increments of power: SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SWBT will provide DC power with increments of 100, 200, 300 and 400 AMPS to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SWBT will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this tariff. Rates and charges are as found in paragraph 21.17 and 21.26 following.

Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.1 Types of Available Physical Collocation Arrangements (Cont'd)**

(E) (Cont'd)

Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The rates, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

(F) Other Physical Collocation Arrangements - SWBT will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in SWBT's Eligible Structures that such an arrangement is technically feasible.

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

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.1.1 Active/Inactive Space Determination**

As provided in Section 6.2.1 of this Tariff, SWBT shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, SWBT shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2 of this Tariff. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

In the event that the Collocator disputes SWBT's placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. The request shall be submitted to SWBT's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this Tariff, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated SWBT representative and the designated agent for the Collocator, who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The SWBT representative will accompany and supervise the Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise SWBT orally and in writing. The Collocator and SWBT

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.1.1 Active/Inactive Space Determination (Cont'd)**

shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with Central Records at the Public Utility Commission within five (5) business days from the date of the inspection tour. The burden of proof shall be on SWBT to justify the basis for placement of the Collocator's space in Inactive Space. The Commission will use its (expedited) Dispute Resolution Process for resolution of the dispute. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

**6.1.2 Security**

Protection of SWBT's equipment is crucial to its ability to offer service to its customers. Therefore, SWBT may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. SWBT may impose security arrangements as stringent as the security arrangements SWBT maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, SWBT may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999 in CC Docket No. 98-147 (FCC 99-48), SWBT will not impose more stringent security requirements than these. SWBT will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of SWBT's equipment. SWBT will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

- (A) Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require collocators to receive security training from SWBT, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Technical Publications.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.2 Security (Cont'd)**

- (B) Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:
- (a) Theft or destruction of SWBT's or collocator's property;
  - (b) Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
  - (c) Threats or violent acts against other persons on SWBT property;
  - (d) Knowing violations of any local, state or federal law on SWBT property;
  - (e) Permitting unauthorized persons access to SWBT or collocator's equipment on SWBT property; and
  - (f) Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Texas, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- (C) Collocators will provide indemnification as set forth in Paragraph 12 of this tariff and insurance as set forth in Paragraph 5.6 of this tariff to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SWBT as well.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.2 Security (Cont'd)**

(D) SWBT may use reasonable security measures to protect its equipment. In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SWBT may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

SWBT's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to SWBT's equipment. SWBT's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within SWBT's space. To the extent that SWBT is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at SWBT's expense.

SWBT's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted. SWBT's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SWBT's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If SWBT chooses to enclose its own equipment, SWBT will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures. SWBT has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SWBT cannot prove that other reasonable security methods cost more than an interior security partition around SWBT's equipment, SWBT cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment, and then recover the cost from collocators.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.2 Security (cont'd)**

If SWBT elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around SWBT's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

- (E) Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SWBT will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide SWBT with notice at the time of dispatch of the collocator's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will provide collocators with reasonable access to restroom facilities and parking.

**6.1.3 Interval**

- (A) SWBT will provide physical collocation arrangements in eligible structures on a "first come, first served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Texas and will pay an initial application fee. A collocator wishing SWBT to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, common, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SWBT to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application,

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(A) (Cont'd)

SWBT would not require an additional application, nor would the collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish SWBT to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if SWBT is unable to provide the collocator's requested collocation method due to space constraints and the collocator determines that it wishes SWBT to consider an alternative method of collocation, the collocator would be required to submit an additional application. This would not result in incremental application costs to the collocator as its initial application fee would be returned due to the denial. However, it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.

(B) In responding to an application request, SWBT shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring tariff rates, and the estimated construction interval no later than as specified in 6.1.3(E) following. SWBT will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and application fee are required.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.3 Interval (Cont'd)**

(C) (Cont'd)

Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of all Active Collocation Space requests for caged collocation in 90 days from the receipt of the collocator's acceptance of the quotation. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated interconnection cabling is provided to the collocation area. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays.

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(C) (Cont'd)

Unless otherwise mutually agreed to by the Parties in writing, in Other (Inactive) Collocation Space, SWBT will complete construction of requests for caged or cageless collocation within the following twenty (20) central offices in 125 days from receipt of the collocator's acceptance of the quotation:

DLLSTXRI	(Riverside)
DLLSTXDI	(Diamond)
DLLSTXDU	(Duncanville)
LGWVTXPL	(Longview Plaza)
FTWOTXEC	(Edgecliff)
FTWOTXAX	(Wedgewood)
FTWOTXAT	(Atlas)
AUSTTXGR	(Greenwood)
AUSTTXTE	(Tennyson)
AUSTTXHO	(Homestead)
AUSTTXHI	(Hickory)
ELPASTXMA	(Main)
BUMTTXTE	(Beaumont Terminal)
HSTNTXJA	(Jackson)
HSTNTXCL	(Clay)
HSTNTXCA	(Capitol)
HSTNTXNA	(National)
HSTNTXSU	(Sunset)
SNANTXCU	(Culebra)
SNANTXFR	(Fratt)

Unless otherwise mutually agreed to by the parties in writing, in Other (Inactive) Collocation Space, SWBT will complete construction of requests for caged or cageless collocation for any central office not specifically listed above in 140 days from receipt of the collocator's acceptance of the quotation. In addition, SWBT will provide a DS1/DS3 Interconnection Arrangement within 5 days after installation of the Collocator's equipment and termination of DC power and completion of interconnection cabling if the Collocator submitted an order with all requisite assignment information with its application for collocation. A collocator may obtain a shorter construction interval than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications. If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Public Utility Commission of Texas for determination.

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(D) SWBT will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to SWBT's Collocation Service Center (CSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Application Fee from Section 21.1 of this tariff and 50% of all applicable tariffed non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

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PHYSICAL COLLOCATION  
(REGULATIONS)

**6. ORDERING AND PROVISIONING** (Cont'd)

**6.1 Dedicated Space** (Cont'd)

**6.1.3 Interval** (Cont'd)

(D) (Cont'd)

Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks are existing): 30 calendar days.

- 84 DS1's (one interconnect panel cabling ) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or nonshielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SWBT will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

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



PHYSICAL COLLOCATION  
(REGULATIONS)

6. **ORDERING AND PROVISIONING** (Cont'd)

6.1 **Dedicated Space** (Cont'd)

6.1.3 **Interval** (Cont'd)

(D) (Cont'd)

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SWBT bays, and SWBT cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an initial inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. SWBT will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard collocation arrangements that, after appropriate notice and comment, will be incorporated in to the Tariff. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the Tariff.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING** (Cont'd)

**6.1 Dedicated Space** (Cont'd)

**6.1.3 Interval** (Cont'd)

(E) Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

Number of Applications by One Collocator	Quotation Interval
1 - 5	10 Business Days
6 - 20	25 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

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

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space (Cont'd)**

**6.1.3 Interval (Cont'd)  
(E) (Cont'd)**

A collocator may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if the collocator files complete applications, including identification of specific rate elements and the applicable rates contained in the tariff, the exact quantity of the rate elements, and an up-front payment of the non-recurring application fee from Section 21 of this Tariff and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. The shortened intervals are:

<u>Number of Application by One Collocator</u>	<u>Quotation Interval 20 Business Days</u>
6-20	

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

**6.1.4 Revisions**

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which SWBT normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.1 Dedicated Space**

**6.1.4 Revisions**

However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable planning fees as found in Paragraph 21.1, if the revision is major. No additional planning fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

**6.2 Space Availability Determination and Resolution**

**6.2.1** There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure.

SWBT shall notify the Collocator in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. The notification will also include a possible future space relief date, if applicable. At that time, any charges collected with the application will be returned to the Collocation Applicant.

SWBT will, at the same time, file a copy of the letter at the Central Records of the Public Utility Commission of Texas. In the event of a denial of a Collocator request for collocating, SWBT shall also concurrently submit the following information both to the Collocator and to the Commission in support of its denial provided under seal and subject to proprietary protections:

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
3. Total amount of space at the premises;

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.2 Space Availability Determination and Resolution**

**6.2.1 (Cont'd)**

4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of SWBT's premises, showing:
  - a. Space housing SWBT network equipment, non-regulated services space, and administrative offices;
  - b. Space housing obsolete unused equipment;
  - c. Space occupied by SWBT affiliates;
  - d. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use by SWBT or its affiliates;
  - e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
  - f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
  - g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
  - h. Planned Central Office rearrangement/ expansion plans, if any; and
  - i. Remaining space, if any; and
5. Description of other plans, if any, that may relieve space exhaustion, including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING** (Cont'd)

**6.2 Space Availability Determination and Resolution** (Cont'd)

6.2.1.1 In the event that SWBT denies a collocation request, and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to SWBT's designated representative in writing. The inspection tour shall be scheduled within 5 business days of receipt of the request for a tour.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement," shall be signed by the designated SWBT representative and the designated agent for the Collocator, who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. SWBT representative will accompany and supervise the Collocator agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is unsupported, the Collocator agent shall promptly so advise SWBT. The Collocator and SWBT shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SWBT reports shall be concurrently served on each other and submitted to the Commission Central Records and to a Third Party Engineer.

The burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. A Collocator that contests SWBT's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and SWBT shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from SWBT and CLECs. However, until the neutral third party process is in place the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain agreement from SWBT on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by SWBT and the Collocator, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Tariff (e.g., Section 2 definition of "Legitimately Exhausted"), and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

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

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.2 Space Availability Determination and Resolution (Cont'd)**

6.2.1.1 In the event a third party engineer or the Public Utility Commission determines that space is not available, SWBT will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

6.2.2 At SWBT's option in central offices, and at SWBT's option in other Eligible Structures where physical (including cageless) collocation space is available, or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SWBT will provide one or more of the alternate types of virtual collocation consistent with the terms of SWBT's virtual collocation tariffs for interconnection to SWBT under 47 U.S.C. 251 (c) (2) or access to SWBT's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.

6.2.3 SWBT will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

6.2.4 SWBT will submit to a requesting carrier a report indicating SWBT's available collocation space in a particular SWBT Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SWBT is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

<u>Number of Report Requests By One Collocator</u>	<u>Report Delivery Interval</u>
1 - 5	10 Business Days
6 - 20	25 Business Days

Should the collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING** (Cont'd)

**6.2 Space Availability Determination and Resolution** (Cont'd)

**6.2.4** (Cont'd)

SWBT will maintain a publicly available document, posted for viewing on its website, indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SWBT, such information will be placed on the website. SWBT will update the public document on the first day of each month to include all newly available information. To the extent SWBT has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SWBT is taking to make additional space available for collocation.

6.2.5 SWBT will apply the same space reservation policies to Collocators as it applies to itself. In order to increase the amount of space available for collocation, SWBT will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. In those offices where SWBT does not have adequate space to meet forecasted collocation demand, SWBT agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC, or Order from the Commission. SWBT shall reserve space for switching, MDF, and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.3 Relocation**

When SWBT determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure, to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the collocator is required to move its dedicated space or adjacent space collocation structure. SWBT will notify the resident collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SWBT will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SWBT, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SWBT's reasonable discretion. In addition, a collocator's presence in SWBT central offices or adjacent space collocation structures should not prevent SWBT from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If SWBT determines that a collocator must relocate due to any of the above reasons, SWBT will make all reasonable efforts to minimize disruption of the collocator's services. In addition, the costs of the move will be shared equally by SWBT and the collocator, unless the parties agree to a different financial arrangement.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.3 Relocation (Cont'd)**

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SWBT shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

**6.4 Occupancy**

Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SWBT's network or obtain access to SWBT unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SWBT has refused to interconnect with the Collocator, the 180 day deadline shall be extended until SWBT allows the Collocator to interconnect. SWBT, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline. If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SWBT provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SWBT or obtain access to SWBT unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. **ORDERING AND PROVISIONS** (Cont'd)

6.4 **Occupancy** (Cont'd)

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SWBT's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SWBT's network or obtain access to SWBT's unbundled network elements, for the purpose of providing this service.

If the Collocator causes SWBT to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SWBT the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 **Cancellation Prior to Due Date**

In the event that the Collocator cancels its order after SWBT has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SWBT has been paid the entire amounts due under this tariff, then in addition to other remedies that SWBT might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SWBT shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 **Billing**

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Collocator.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**6. ORDERING AND PROVISIONING (Cont'd)**

**6.6.1 Billing for Caged Shared and Caged Common Collocation Arrangements**

Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SWBT shall bill the original collocator for space. However, SWBT shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with SWBT for floor space per linear foot of relay rack space forecasted by the collocator and all other applicable interconnection arrangements.

**6.7 Late Payment Charge**

In the event that any charge is not paid when due, the unpaid amounts shall bear interest from the due date until paid in accordance with the terms and conditions for late payment set forth in SWBT's Texas Intrastate Access Service Tariff.

**6.8 Allowances for Interruptions**

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of SWBT if such interruption disrupts SWBT's services as well as the collocator's services. A credit allowance will be made to the collocator where the interruption is due to the actions or negligence of SWBT if such interruption only disrupts the collocator's services.

When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. **ORDERING AND PROVISIONING** (Cont'd)

6.8 (Cont'd)

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

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

6.9 **Microwave Transmission Facilities For Access To Collocation**

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

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

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

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PHYSICAL COLLOCATION  
(REGULATIONS)

6. **ORDERING AND PROVISIONING** (Cont'd)

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

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

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

6.9.1 **Microwave Riser/Connecting Cable**

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

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**7. USE BY OTHER LOCAL SERVICE PROVIDERS**

7.1 SWBT will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each collocator.

7.1.1 SWBT will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.1.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**7. USE BY OTHER LOCAL SERVICE PROVIDERS (Cont'd)**

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

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

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

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PHYSICAL COLLOCATION  
(REGULATIONS)

**8. FIBER OPTIC CABLE AND DEMARCATION POINT**

**8.1 Fiber Optic Cable Entrances**

8.1.1 The Collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space. Collocation requests utilizing facilities other than fiber will be provided as an ICB, except in the case of microwave transmission facilities for access to collocation described in Paragraph 6.9. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.

8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by pro-rating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SWBT, and leaving sufficient length in the cable in order for SWBT to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**8. FIBER OPTIC CABLE AND DEMARCATION POINT (Cont'd)**

**8.2 Demarcation Point**

A Point of Termination (POT) Frame is not required as the demarcation point. However, the collocator may, at its election, provide its own Point of Termination (POT) Frame either in its dedicated cage space or in the SWBT-designated area within the Eligible Structure. If the collocator elects not to provide a POT Frame, SWBT will handoff the Interconnection Arrangement(s) cables to the collocator at their equipment.

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PHYSICAL COLLOCATION  
(REGULATIONS)

**9. USE OF DEDICATED SPACE**

**9.1 Nature of Use**

The Collocator may collocate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. SWBT will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers and remote switching modules in SWBT Eligible Structures. SWBT may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but limited to, switching and routing features and functions. The collocator will certify in writing to SWBT that the equipment is used or useful, for interconnection or access to unbundled network elements. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, SWBT shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, SWBT may file a complaint at the Commission seeking formal determination that the equipment cannot be collocated in a SWBT Eligible Structure. While the dispute is pending, SWBT will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When the collocator's physical collocation arrangement is within the Eligible Structure, the collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SWBT will provide the necessary back-up power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the SWBT grounds surrounding the Eligible Structure in which the Dedicated Space is located. The collocator may place signage and markings on the inside of its dedicated space.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**9. USE OF DEDICATED SPACE (Cont'd)**

**9.2 Equipment List**

A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this tariff. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of SWBT, which consent shall not be unreasonably withheld.

**9.2.1 Subsequent Requests to Place Equipment**

The Collocator shall furnish SWBT a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

**9.2.2 Limitations**

SWBT's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the reconstruction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only to the extent that SWBT would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. SWBT will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SWBT, its affiliates or other parties to which it provides interconnection.

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PHYSICAL COLLOCATION  
(REGULATIONS)

9. **USE OF DEDICATED SPACE** (Cont'd)

9.3 **Dedicated Space Use and Access**

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2(B) of this Tariff).

9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel

9.4 **Threat to Personnel, Network or Facilities**

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**9. USE OF DEDICATED SPACE (Cont'd)**

**9.5 Interference or Impairment**

Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this tariff.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**9. USE OF DEDICATED SPACE (Cont'd)**

**9.6 Interconnection to Others**

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require physical to physical collocators to purchase any equipment or cross-connect capabilities solely from SWBT itself at tariffed rates. If requested by the collocator, SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SWBT will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

- 9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SWBT will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SWBT's option, the connection may be made either by SWBT or by the Collocators' installers, who shall be on SWBT's list of approved installation vendors.

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**9. USE OF DEDICATED SPACE (Cont'd)**

**9.7 Personal Property and its Removal**

In accordance with and subject to the conditions of this tariff, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SWBT standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal property and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.8 following.

**9.8 Alterations**

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SWBT has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SWBT provided construction shall be paid by the Collocator in accordance with SWBT's custom work order process.

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PHYSICAL COLLOCATION  
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10. **STANDARDS**

10.1 **Minimum Standards**

SWBT requires that all equipment to be collocated in SWBT's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment and Building Specifications (NEBS) but SWBT may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. SWBT may not deny collocation of Collocator's equipment because the equipment fails to meet NEBS reliability standards. SWBT will publish, at least quarterly, a list of all network equipment installed within the network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of Bellcore NEBS, and update the list as needed to keep it current. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet NEBS Level 1 safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, SWBT or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**10. STANDARDS** (Cont'd)

**10.2 Revisions**

Within 45 days of approval of this revised tariff by the Public Utility Commission of Texas, SWBT shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Texas and its Technical Publication(s) for Physical Collocation and submit the revised documents to the Commission for approval prior to publication. Any revision to SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Texas, or its Technical Publication(s) for Physical Collocation, shall become effective and thereafter applicable under this tariff immediately upon approval by the Commission. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SWBT and all affected Collocators. Where agreement cannot be obtained, SWBT and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SWBT and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

10. **STANDARDS** (Cont'd)

10.2 **Revisions** (Cont'd)

10.2.1 **Dispute Resolution Process for Revisions or Implementation of Technical Publications**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.3 **Compliance Certification**

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same non-compliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**11. RE-ENTRY**

If the Collocator shall default in performance of any tariff provision herein, and the default shall continue for sixty (60) business days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this tariff will be terminated without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the Collocator at any time thereafter.

In the event of a dispute between a collocator and SWBT regarding any bill, SWBT shall make an investigation as shall be required by the particular case, and report the results to the collocator and, in the event the dispute is not resolved, shall inform the collocator of the complaint procedures of the Commission.

A collocator shall not be subject to termination for nonpayment of that portion of the bill under dispute pending the completion of the determination of the dispute. The collocator is obligated to pay any billings not disputed.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**11. RE-ENTRY** (Cont'd)

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

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

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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**12. INDEMNIFICATION OF SWBT**

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supercede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

SWBT shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

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

**PHYSICAL COLLOCATION  
(REGULATIONS)**

**13. SERVICES AND MAINTENANCE**

**13.1 Operating Services**

SWBT shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

**13.2 Maintenance**

SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

**13.3 Legal Requirements**

Except for paragraph 15.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

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

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AT&T Texas  
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**PHYSICAL COLLOCATION  
(REGULATIONS)**

**14. SWBT's RIGHT OF ACCESS**

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocated space for purpose of averting any threat of harm imposed by the collocater or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the collocated space; in such case, SWBT will notify the collocater by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

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



**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**15. GENERAL**

15.1 The rates and charges in this tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this tariff. SWBT allocates the charges for space preparation and security charges on a pro-rated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay related options.

15.2 Parking at Eligible Structures will be provided on a first come, first served basis if there is no commercial parking or curb side parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first come, first served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.

15.3 The rates and charges in this tariff do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will pro-rate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.

15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.

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

**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**15. GENERAL** (Cont'd)

- 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month to month term.

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

**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**16. PREPARATION CHARGES**

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 Rates and Charges, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

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

PHYSICAL COLLOCATION  
(SERVICES AND RATES)

16. **PREPARATION CHARGES** (Cont'd)

16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the physical collocation common area. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

17. **CHARGES**

17.1 **Monthly Charges**

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable recurring charges are set forth in Paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

17.2 **Nonrecurring Charges**

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

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

**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**17. CHARGES** (Cont'd)

**17.2 Nonrecurring Charges** (Cont'd)

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16 Preparation Charges, preceding the commencement of work and fifty (50%) of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

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