

LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

8. Confidentiality

In addition to its other confidentiality obligations hereunder, the CLEC shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLEC as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities. Similarly, the Company shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by a CLEC in connection with Collocation, or known to the Company as a result of the interconnection of the CLEC's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLEC on a need to know basis only. Neither the Company nor the CLEC shall be obligated to hold in confidence information that:

- Was already known to the CLEC free of any obligation to keep such information confidential;
- Was or becomes publicly available by other than unauthorized disclosure; or
- Was rightfully obtained from a third party not obligated to hold such information in confidence.

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LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

9. Casualty

9.1 If the collocation equipment location or any part thereof is damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Company. Tariff regulations will remain in full force and effect except as set forth following:

- (A) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by the Company, the damages thereon shall be repaired by and at the expense of the Company. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location which is usable. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in 9.2 following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subjected to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.
- (B) If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Company, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the collocation equipment location shall have been repaired and restored by the Company. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in 9.2 following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subjected to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.
- (C) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the Company or the CLEC, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Company-approved contractor and must be approved in advance by the Company. The Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions specified in 9.2 following.
- (D) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Company may terminate the CLEC's collocation arrangement immediately.

C

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

9. Casualty (Cont'd)
- 9.2 If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the damaged premises are damaged in whole or in part) if the building shall be so damaged that the Company shall decide to demolish it or to rebuild it, then, in any of such events, the Company may elect to describe the CLECs collocation equipment location or any part thereof. In this event, the Company will provide to the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Company's rights against the CLEC under this tariff prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC, which were on account of any period subsequent to such date shall be returned to the CLEC.
- 9.3 After any such casualty and upon request by the Company, the CLEC shall remove from the collocation equipment location and other associated space, as promptly as reasonably possible, all of the CLECs salable inventory and movable equipment, furniture and other property.
- 9.4 In the event non-recurring and/or recurring charges were suspended pursuant 9.1 preceding, the CLECs liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first:
- 9.5 Nothing contained in these provisions shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty.
- 9.6 Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Company and the CLEC each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.
- 9.7 The Company will not carry insurance on the CLECs furniture and/or furnishings or any fixtures or equipment, improvements, or appliances removable by the CLEC and therefore will not be obligated to repair any damage (verbal) or be obligated to replace the same.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

10. Implementation and Termination of Service
- 10.1 Implementation of Collocation Changes
- The Company shall provide the CLEC with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and will request the CLEC to schedule and attend a Collocation Acceptance Meeting ("CAM"). Collocation changes will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement.
- (A) Collection of Non-Recurring Charges - The initial payment of non-recurring charges ("NRCs") shall be due and payable in accordance with 3.3 preceding. The balance of the NRCs ("NRC Balance") will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.
- (B) Commencement of Recurring Charges - Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to 10.4 following.
- (C) Extension Request - A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by 10.4 following.
- If the Company ascertains the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after the notification to retain the collocation space by notifying the Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC receives the space, whichever comes first.

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LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

10. Implementation and Termination of Service (Cont'd)

10.2 Grounds for Termination by the Company

Failure by the CLEC to comply with the terms and conditions of this tariff, including nonpayment of rates and charges, may result in termination of collocation services. In addition to the other grounds for termination of collocation services set forth herein, the Company reserves the right to terminate such services upon thirty (30) calendar days' notice in the event the CLEC: (a) is not in conformance with provisions of this tariff or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLECs.

The Company also reserves the right to terminate such services, without prior notice, in the event the CLEC's collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of the Company's equipment and facilities or to Company employees located outside the CLEC's collocation space.

The Company reserves the right to inspect the CLEC's collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If the Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), the Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days' notice.

If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by 10.4 following.

10.3 Termination by CLEC

A CLEC must notify the Company in writing of its plans to terminate a collocation arrangement ("CLEC Termination Notice"), and such CLEC Termination shall be governed by this section.

(A) Termination After Completion - If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by 10.4 following and the CLEC remains responsible to pay any unpaid NRCS associated with the terminated arrangement as set forth in 10.1(A) preceding. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

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LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

10. Implementation and Termination of Service (Cont'd)

10.3 Termination by CLEC (Cont'd)

(B) Termination Prior to Completion - If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC:

- (1) Effective date of CLEC termination on or between Days 1 to 15, CLEC owes 20% of non-recurring charges.
- (2) Effective date of CLEC termination on or between Days 16 to 30, CLEC owes 40% of non-recurring charges.
- (3) Effective date of CLEC termination on or between Days 31 to 45, CLEC owes 60% of non-recurring charges.
- (4) Effective date of CLEC termination on or between Days 46 to 60, CLEC owes 80% of non-recurring charges.
- (5) Effective date of CLEC termination after Day 60, CLEC owes 100% of non-recurring charges.

If after applying these percentages to NRCS already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, with any remaining refund amount issued to the CLEC. Engineering/Repair Augment fees submitted with the application will not be refunded.

The CLEC Termination Notice must be received by the Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

10.4 Effects of Termination

If the Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply:

(A) Equipment Removal and Monthly Recurring Charges - The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Company's option. The CLEC shall reimburse the Company for all costs the Company incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

10. Implementation and Termination of Service (Cont'd)

10.4 Effects of Termination (Cont'd)

(A) (Cont'd)

The Company reserves the right to remove the CLECs equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charges in 16.51 following for the removal and disposal of such equipment.

All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Company's discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover.

(B) Refund of Non-Recurring Charges - If the Company or the CLEC has terminated a collocation arrangement pursuant to 10.2 and 10.3 preceding and the CLEC ("original CLEC") has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), the original CLEC will receive a refund from the Company for the remaining unexpended amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If the Company uses an asset for which a CLEC paid a non-recurring charge, the Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating pro-rated refunds to a CLEC, the Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, and any remaining refund amount will be issued to the CLEC. Engineering/Major Augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

10.5 Obsolescence, Decommissioning or Sale of Premises

Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Company's network facilities. At least one hundred eighty (180) days written notice will be given to the CLEC of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Company will provide notice to the CLEC as soon as practicable. The Company will work with the CLEC to identify alternate collocation arrangements. The Company will work cooperatively with the CLEC to minimize any potential for service interruption resulting from such actions.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

11. Miscellaneous

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize the premises space in such a manner as will best enable it to fulfill its service requirements. The CLEC does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplying node, multiplying node enclosure, cable, cable space, cable rack, vault space or curtilage space other than as expressly provided herein. To the extent that a CLEC requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLEC may not use Company official lines.

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

12. **Virtual Collocation**

12.1 **Description**

(A) Under virtual collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. A CLEC provides fiber optic facilities through Company entrance premises for connection to the CLEC, virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as "merch zero." From this merch zero into the premises, the Company shall assume ownership of and maintain the fiber. From this merch zero toward the CLEC's location, the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all sealing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not external assignments.

(B) Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.

(C) If the CLEC requests virtual collocation of equipment other than the standard virtual arrangement, the CLEC and Company will mutually agree upon the type of equipment to be virtually collocated.

12.2 **Implementation, Schedules and Planning**

(A) The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Company and the CLEC shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.

(B) The Company will notify the CLEC of issues or unanticipated delays, as they become known. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in card requirements, test equipment, and determination of the final implementation schedule.

(C) The implementation interval is 105 business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity in 4 preceding. The Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. The Company and the CLEC shall mutually agree upon intervals for non-standard arrangements.

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

12. **Virtual Collocation (Cont'd)**

12.3 **Transmission Failure**

In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

12.4 **Accommodations**

(A) Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLEC within ten business days of the results of this review and site survey.

(B) The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of the equipment inside the premises. The Company will operate and maintain exclusive control over the equipment inside the premises.

(C) Where the Company uses approved contractors for installation, maintenance or repair of virtual collocation arrangements, the CLEC may hire the same approved contractors directly for installation, maintenance or repair of CLEC designated equipment.

(D) Where the Company does not use contractors, CLEC designated equipment and CLEC provided facilities used in the provision of virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLEC designated equipment under the same in-house and standards as its own equipment.

(E) CLEC personnel are not allowed on the Company premises to maintain and repair on virtual collocation equipment.

(F) The Company shall monitor local premise and environmental alarms to support the equipment. The Company will notify the CLEC if a local office alarm detects an equipment affecting condition.

(G) The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.

(H) No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to 12.11 following).

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COLLOCATION SERVICE

12. Virtual Collocation (Cont'd)

12.5 Buyside and Spare Cards

- (A) When a plug-in card is determined by the Company to be defective, the Company will take the plug-in as defective and place it in the CLEC-dedicated plug-in card storage cabinet. The CLEC will be notified as the plug-in card is replaced.
- (B) The Company will not provide spare plug-in cards under any circumstances, nor is the Company responsible for the CLEC's failure to replace defective plug-in cards. The Company will not be held responsible if the CLEC provides an inadequate supply of plug-in cards. The Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in card cabinet.
- (C) The CLEC shall provide the shop-ordered pieces of equipment fully pre-equipped with working plug-in cards. In addition, the CLEC shall provide the Company with maintenance spares for each plug-in card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC, provided however, that in no event shall the number of spare plug-in cards be less than two of each type. These spares must be tested by the CLEC prior to delivery to the Company.
- (D) In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.
- (E) Upon receiving notification from the Company that a plug-in card has been replaced, the CLEC is then responsible to contact the Company Operations Manager to arrange exchange and replacement of the plug-in card. Exchange, pre-tested spares shall be provided within one week of replacement of a defective plug-in card.
- (F) Subject to premise space availability, the CLEC shall have the option of providing a stand-alone spare plug-in card cabinet(s) or a rack-mountable spare plug-in card cabinet(s) to the Company's specification, to house the spare plug-in cards. The spare plug-in card cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established.
- (G) The amount of spare plug-in cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

12. Virtual Collocation (Cont'd)

12.6 Safety and Technical Standards

- (A) The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Company, provision of service to the CLEC may in any way interfere with or adversely affect the Company's network or its ability to service other CLECs.
- (B) All CLEC equipment to be installed in Company premises must fully comply with the GR - 00083 - CORE GR - 1089 - CORE and the Company's premise environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NRP 74165, as they relate to fire, safety, health, environmental, and network safeguards.
- (C) It is the CLEC's responsibility to demonstrate and provide to the Company adequate documentation from an accredited source certifying compliance. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premise equipment as defined in RNISA - NEB - 95 - 0003, Revision 10 or higher.
- (D) CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNISA - NEB - 95 - 0003, Revision 10 or higher. The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.
- (E) All the CLEC's entrance facilities and splices must comply with TR - TSV - 00020, TR - NWT - 001058, BR - 760 - 200 - 030 and SR - TAP - 001421 as they relate to the safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR - 20 - CORE, Section 6.7.1 - 4.14; The fiber must be identified according to the fiber and unit identification color codes in GR - 20 - CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

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12.7 Critical Over Premises Based Equipment

The Company exercises exclusive physical control over the premises-based transmission equipment that terminates the CLEC's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Company under the direction of the CLEC.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

12. Virtual Collocation (Cont'd)
- 12.8 **Removal of Equipment**
The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR - 1008 - CORE.
- 12.9 **Installation and Trouble Resolution**
The Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLEC at the number provided and service the equipment as instructed and directed by the CLEC.
- 12.10 **Placement, Removal and Monitoring of Facilities and Equipment**
(A) From manhole zero toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership.
(B) The CLEC has the responsibility to remedy, monitor and control their circuits terminating in the Company's premises, however, the CLEC will not enter the Company's premises under virtual collocation arrangements.
(C) Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. A clear distinction must be made by the CLEC when submitting reports of troubles on the Company services/equipment connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to 12.11 following).
(D) When the CLEC isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the Company. The CLEC shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLEC's technician/contact.
(E) Responses to all equipment servicing needs will be at the CLEC's direction. Maintenance will not be performed without the CLEC's direct instruction and authorization.
(F) If the CLEC is providing its own transport fiber for the virtual collocation arrangement, the CLEC will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.

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COLLOCATION SERVICE

12. Virtual Collocation (Cont'd)
- 12.10 **Placement, Removal and Monitoring of Facilities and Equipment (Cont'd)**
(G) Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Company technicians will perform the insured activities on the equipment as specifically directed by the CLEC.
(H) The CLEC shall provide, own, and operate the terminal equipment at their site outside the Company's premises.
- 12.11 **Use of Non-Standard Equipment**
(A) When a CLEC requests a virtual collocation arrangement consisting of equipment which the Company does not use in the network, nor has deployed in that particular premise, to provide service to itself or another CLEC, the CLEC shall be responsible for training 50%, but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLEC with adequate manufacturer's training.
(B) The CLEC is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Company technicians) to have Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the CLEC. The CLEC shall also pay for the Company technicians' time subject to tariffed rates. When travel is required, travel expenses associated with training will be charged to the CLEC based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as applicable. The CLEC also has the option of arranging and paying for all travel expenses for Company technicians directly.
(C) In the event of an equipment upgrade, the CLEC must provide secondary training subject to the provisions contained herein.
- 12.12 **Additions and Replacements**
Once the CLEC has established a virtual collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading and/or reconfiguring the current equipment), are considered rearrangements to that virtual collocation arrangement. If the CLEC desires to rearrange an existing virtual collocation arrangement, the CLEC must submit a new application outlining the details of the rearrangement along with a Virtual Engineering/Advisor Agreement fee.

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COLLOCATION SERVICE

12. Virtual Collocation (Cont'd)

12.13 Application of Fees and Charges

(A) Virtual Enclosure Fee

The Company will require a Virtual Enclosure/Major Agreement fee (NEC) per virtual collocation request, per premise or other Company location where the CLEC requests to establish virtual collocation. A Virtual Enclosure/Major Agreement fee is required to be submitted by the CLEC with its application. This fee applies to all new virtual collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Company's performance of an initial site visit and an engineering evaluation. If the CLEC cancels or withdraws its request for a virtual collocation arrangement prior to turn-up, the CLEC will be liable for all costs and liabilities incurred by the Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

(B) Other Virtual Collocation Rate Elements

The application, description, and rates of other Virtual Collocation rate elements are described in 15, and 16, following.

12.14 Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Agreement Application described in 3.5 preceding. Requests for converting a Virtual arrangement to a Cageless arrangement that requires no physical changes to the Arrangement will be assessed a Minor Agreement fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineer/Major Agreement Fee and other applicable charges. The Company will notify the CLEC within ten (10) business days following receipt of the completed Agreement Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in 3.7 preceding.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Microwave Collocation

Microwave collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Company facilities through the collocation arrangement.

13.1 Accommodations

(A) The Company will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual collocation arrangement and to access the Company's interconnection point. Microwave may not be placed in Company cable nests or racks. The Company reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

(B) The Company will designate the space in, on or above the exterior walls and roof of the premises which will constitute the roof space or transmitter/receiver space. The Company may require the CLEC's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. The Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.

(C) At the option of the Company, the antenna support structure shall be built, owned and maintained by either the Company or by the CLEC. The Company reserves the right to use existing support structures for a CLEC's antenna, subject to space and capacity limitations. The Company also reserves the right to use any unused portion of a support structure owned by a CLEC for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Company is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When the CLEC is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

(D) The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

(E) For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the CLEC's interior collocation space, or in a separate location inside or on the exterior of the building as determined by the Company.

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

13. **13.2** Microwave Collocation (Cont'd)

13.2 **Security**

(A) The Company will permit the CLEC's employees, agents and contractors approved by the Company, to have access to the areas where the CLEC's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, the Company will provide access on a per event basis.

(B) The Company will also permit all approved employees, agents and contractors of the CLEC to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

13.3 **Safety and Technical Standards**

(A) The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NERC standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR - 1089 - CORE. The Company will provide 90 days' notice of the change unless it is due to an emergency which renders notice impossible.

(B) The Company reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installers, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

(C) The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over 10 feet in height, the CLEC or if applicable, the Company, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with the Company within 10 days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 30 days.

(D) The CLEC shall provide written notice to the Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC also agrees to take all necessary corrective action.

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

13. **13.3** Microwave Collocation (Cont'd)

13.3 **Safety and Technical Standards (Cont'd)**

(E) All CLEC microwave equipment to be installed in or on the exterior of the Company premises must be on the Company's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

(F) The CLEC must comply with Company technical specifications for microwave collocation interconnection specified in NIP - 74171 and the Company's digital switch environmental requirements specified in NIP - 74165, as they relate to the safety, health, environmental, and network safeguards, and ensure that CLEC provided equipment and installation activities do not act as a hindrance to Company services or facilities. The CLEC's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

(G) CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP - 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

(H) All CLEC microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR - 760 - 200 - 030, and SR - TAP - 001421, and the Company's practices as they relate to the safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Company services or facilities.

(I) The equipment located in, on or above the exterior walls or roof of the Company's building must either be on the Company's list of approved products or fully comply with requirements specified in GR - 63 - CORE, GR - 1089 - CORE and NIP - 74171. This equipment must also comply with NIP - 74160, premises engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Company services or facilities.

(J) Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by the CLEC in all cases is specified in ANSI C95.1 - 1992.

(K) CLEC equipment must conform to the same specific risk, safety, hazard standards which the Company imposes on its own premises equipment as defined in RNSA - NEB - 95 - 0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA - NEB - 95 - 0003, Revision 10 or higher.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Microwave Collocation (Cont'd)

13.4 Placement and Removal of Facilities and Equipment

- (A) Prior to installation of the CLEC's facilities or transmission equipment for microwave interconnection, the CLEC 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.
 - (B) The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Company or a hired agent of the Company.
 - (C) Any CLEC's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the CLEC.
 - (D) The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment, and the transmitter/receiver equipment and any required grounding.
 - (E) The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.
- Moves, Replacements or other Modifications
- Where the CLEC intends to modify, move, replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitters/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Company.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Microwave Collocation (Cont'd)

13.6 Space and Facilities

- (A) Monthly rates are applicable to each microwave CLEC for the space (generally on the premises roof) associated with Company or CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by the CLEC's RCRe (i.e., the sum of the RCRe's of each of the CLEC's antennas).
- (B) Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by the CLEC. For a non-rectangular footprint, the length will be measured at the longest point of the footprint and the width will be the widest part of the footprint.
- (C) The owner of the support structure may charge CLECs proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure based on the relative capacity ratio (RCR) of the user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.
- (D) The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described above, except that the owner of the structure may assess other user's a proportionate share of inspection costs and the Company may assess microwave CLECs monthly recurring charges for use of its roof space. At the time a CLEC (including the owner) proposes to attach additional antennas to an existing support structure, it shall be the responsibility of that CLEC to obtain, at their cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.
- (E) When a CLEC is the owner of the structure, the proposed user shall pay the owner directly the one-time charge as set forth above. When the Company is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that a CLEC owns the support structure fails to comply with these provisions, at the Company's option, ownership of the support structure shall transfer to the Company.
- (F) Costs incurred by the Company to conduct a review for wind or ice loading (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required hereof in order to ensure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to the CLEC.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. **Microwave Collocation (Cont'd)** C
- 13.7 **Emergency Power and/or Environmental Support** N
- In the event special work must be done by the Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the CLEC will be billed on a time and materials basis for the costs incurred.
- 13.8 **Escorting** N
- When a CLEC is escorted by a qualified Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in 16.57 will apply.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

14. **Rate Regulations** T
- 14.1 **Rates and Charges** T
- Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 14.1 following. The tariff rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.
- 14.2 **Billing and Payment** F
- The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 4.1, pro-rating the balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cabinets or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.
- The Company will apply charges (e.g., nonrecurring and recurring rates for entry, fiber, power, etc.) and commence billing for the virtual collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLEC to utilize the completed virtual collocation arrangement will not impair the right of the Company to commence billing.
- The Company shall charge the CLEC for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company's planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLEC's fiber in manhole zero, including license fees, shall be the responsibility of the CLEC.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15.	<u>Description and Application of Rate Elements</u>	T
15.1	<u>Non-Recurring Charges</u>	T

The following are non-recurring charges (one-time charges) that apply for specific work activity.

- (A) Engineering/Minor Agreement Fee
The Engineering/Minor Agreement Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and/or agreement requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walk-through to determine if there is sufficient space for collocation, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.
- (B) Minor Agreement Fee
The Minor Agreement Fee applies for each minor agreement request of an existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor agreements are those requests that require the Company to perform a service or function on behalf of the CLEC, including, but not limited to, installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1, and DS3 cables.
- (C) Access Card Administration
The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.
- (D) Cage Enclosure
The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: .25 to 100 square feet, 101 to 200 square feet, 201 to 300 square feet, 301 to 400 square feet, and 401 to 500 square feet.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15.	<u>Description and Application of Rate Elements (Cont'd)</u>	T
15.1	<u>Non-Recurring Charges (Cont'd)</u>	T

- (E) Cage Enclosure Agreement
The Cage Enclosure Agreement rate is applied per square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.
- (F) BITS Tying
The non-recurring charges for BITS Tying include an Engineering/Termination charge and a charge for Material/Labor. These charges recover the Company's costs to wire a BITS port to the CLEC's equipment, if requested.

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

15.	<u>Description and Application of Rate Elements (Cont'd)</u>	T
15.1	Non-Recurring Charges (Cont'd)	T
(g)	<u>Overhead Superstructure</u> The Overhead Superstructure charges are applied to an initial caged and cageless collocation application when overhead superstructure is constructed for an arrangement. The Overhead Superstructure charges are designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.	C
(h)	<u>Facility Pull/Termination-Engineering</u> The Facility Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.	C I C
(i)	<u>Facility Pull</u> The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling the interconnection wire (cable) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.	C C
(j)	<u>DSO Cable Termination</u> The DSO Cable Termination charge is applied per 100 pair DSO cable terminated and is designed to recover the labor cost of terminating or disconnecting DSO Cable from the collocation cage or relay rack to the Main Distribution Frame block or DSX panel.	C
(k)	<u>DS1 Cable Termination</u> The DS1 Cable Termination charge is applied per 28 pair DS1 cable terminated and is designed to recover the labor cost of terminating or disconnecting DS1 Cable from the collocation cage or relay rack to the DSX panel.	C

15.	<u>Description and Application of Rate Elements (Cont'd)</u>	T
15.1	Non-Recurring Charges (Cont'd)	T
(l)	<u>DS3 Coaxial Cable Termination (Preconnectorized)</u> The DS3 Coaxial Cable Termination (Preconnectorized) charge is applied per termination to recover the labor cost of terminating or disconnecting preconnectorized DS3 Cable from the collocation cage or relay rack to the DSX panel.	C
(m)	<u>DS3 Coaxial Cable Termination (Unconnectorized)</u> The DS3 Coaxial Cable Termination (Unconnectorized) charge is applied per termination to recover the labor cost of terminating or disconnecting unconnectorized DS3 Cable from the collocation cage or relay rack to the DSX panel.	C
(n)	<u>Fiber Cable Pull-Engineering</u> The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLECs fiber cable, when necessary, into the Company's central offices.	C
(o)	<u>Fiber Cable Pull-Race Inproduct</u> The Fiber Cable Pull-Race Inproduct charge is applied per linear foot to cover the cost of placing inproduct. Inproduct is the split plastic duct placed from the cable vault to the CLECs equipment area through which the CLECs fiber cable is pulled.	C
(p)	<u>Fiber Cable Pull-Labor</u> This charge is applied per linear foot and covers the labor costs of pulling the CLECs fiber cable into the Company's central office.	C

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15.	Description and Application of Rate Elements (Cont'd)	T
15.1	Non-Recurring Charges (Cont'd)	T
(Q)	<u>Fiber Cable Pull-Fire Retardant</u>	
	The charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.	
(R)	<u>Fiber Splice-Engineering</u>	
	The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.	
(S)	<u>Fiber Splice</u>	
	The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.	
(T)	<u>DC Power</u>	
	Non-recurring charges for DC Power are applied for each caged and capless collocation application and major DC Power adjustments to existing arrangements. These NRCS recover the Company's engineering, material and installation costs for providing and terminating DC power runs to the collocation area. For initial applications, each DC power feed will require two (2) cables.	
(U)	<u>Cable Material Charges</u>	
	The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables for caged, capless, and virtual collocation arrangements. If the Company provides these cables, the applicable Cable Material Charge will be applied on a per linear foot basis.	C

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15.	Description and Application of Rate Elements (Cont'd)	T
15.1	Non-Recurring Charges (Cont'd)	T
(V)	<u>Adjacent Engineering Fee</u>	
	The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the telecommunications systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.	
(W)	<u>Adjacent Fiber Cable Pull-Engineering</u>	
	The Adjacent Fiber Cable Pull-Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/subduct assignment and associated outside plant activity to complete the work.	
(X)	<u>Adjacent Fiber Cable Pull-Place Inertial</u>	
	This charge covers the cost for placing inertial, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLECs equipment area through which the CLEC's fiber is pulled.	
(Y)	<u>Adjacent Fiber Cable Pull-Labor</u>	
	This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull-Engineering above.	
(Z)	<u>Adjacent-Cable Fire Retardant</u>	
	This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.	

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15.1	Description and Application of Rate Elements (Cont'd)	T
	Non-Recurring Charges (Cont'd)	T
(AA)	<u>Adjacent Metallic Cable Pull-Engineering</u> This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a subbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.	T
(AB)	<u>Adjacent Metallic Cable Pull-Labor</u> This change covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.	
(AC)	<u>Adjacent Cable Splice-Engineering</u> This change covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.	
(AD)	<u>Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair</u> This change is for the labor to splice metallic cables and is based on a per pair spliced.	
(AE)	<u>Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair</u> This change is for the labor to splice metallic cables and is based on a per pair spliced.	
(AF)	<u>Adjacent Fiber Cable Splice</u> This change covers the labor to splice fiber cables and is based on a per fiber spliced.	

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15.1	Description and Application of Rate Elements (Cont'd)	T
	Non-Recurring Charges (Cont'd)	T
(AG)	<u>Adjacent Facility Pull-Engineering</u> This change covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.	T
(AH)	<u>Adjacent Facility Pull-Labor</u> This change covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.	
(AI)	<u>Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized)</u> These changes cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.	
(AJ)	<u>Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized)</u> These changes cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.	
(AK)	<u>Adjacent DS3 Coaxial Cable Termination (Rack-terminated)/Adjacent</u> These changes cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.	
(AL)	<u>Adjacent Fiber Cable Termination</u> This change covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.	

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. **Description and Application of Rate Elements (Cont'd)**
- 15.1 **Non-Recurring Charges (Cont'd)**
- (AM) **Collocation Space Report**
When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocations and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.
- (AN) **Miscellaneous Services-Labor**
Additional labor, if required by the CLEC, to complete a collocation request, disconnect collocation power cables, remove collocation equipment or perform inventory services for CLECs will be rated as set forth in 14, following.
- (AO) **Dedicated Transit Service (DTS) - Service Order Change**
Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-automated ordering interface is not used.
- (AP) **Dedicated Transit Service (DTS) - Service Connection CO Wiring**
Applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.
- (AQ) **Dedicated Transit Service (DTS) - Service Connection Provisioning**
Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3 and dark fiber circuits for DTS.
- (AR) **Engineering/Major Agreement Fee (Microwave Only)**
The Engineering/Major Agreement Fee for Microwave Collocation applies when an existing Caged and Cables collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. **Description and Application of Rate Elements (Cont'd)**
- 15.1 **Non-Recurring Charges (Cont'd)**
- (AS) **Facility Pull (Microwave Only)**
The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.
- (AT) **Building Penetration for Microwave Cable**
The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineer surveys.
- (AU) **Special Work for Microwave**
The costs incurred by the Company for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.
- (AV) **Virtual Equipment Installation**
The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, Frame Relay, Routers, OC3, OC12, OC24, OC48, and IN30C. This charge does not apply for the installation of splitters.
- (AW) **Virtual Software Upgrade**
The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

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Material previously appearing on this sheet now appears on Original Sheet No. 43.3

**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

15	Description and Application of Rate Elements (Cont'd)	T
15.1	<u>Non-Recurring Charges (Cont'd)</u>	T
(A)	<u>Virtual Card Installation</u> The Virtual Card Installation charge is applied per card when the Company, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.	N
(A)	<u>Cage Ground Bar</u> If a CLEC elects to subcontract collocation cage construction to a Company approved contractor, the Company will provision a ground bar in the CLEC's cage. The charge is applied per ground bar and recovers the material and labor costs to install the grounding bar, including necessary grounding wire.	N
(A2)	<u>Fiber Optic Patchcord Termination</u> The Fiber Optic Patchcord Termination charge is applied per termination to recover the labor cost of terminating or disconnecting fiber optic patchcord from the collocation cage or relay rack to the fiber distribution panel.	N

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

15	Description and Application of Rate Elements (Cont'd)	T
15.2	<u>Monthly Charges</u>	T
(A)	<u>Caged Floor Space</u> Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.	T
(B)	<u>Relay Rack Floor Space</u> The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standard relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.	N

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

15. Description and Application of Rate Elements (Cont'd)
- 15.2 Monthly Charges (Cont'd)
- (C) Cabinet Floor Space
The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standard floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.
- (D) Cable Subduct Space-Metallic
This charge applies per project per month and covers the cost of the space that the outside plant floor occupies within the manhole.
- (E) Cable Subduct Space
The Subduct Space charge covers the cost of the subduct space that the outside plant floor occupies and applies on a per linear foot basis.
- (F) Fiber Cable Vault Space
The Fiber Cable Vault Space charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splices within the Company's cable vault.
- (G) Cable Rack Space-Metallic
The Cable Rack Space-Metallic charge is applied for each DS0, DS1 and DS3 cable on a per linear foot basis. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within the Company's cable rack system.
- (H) Cable Rack Space-Fiber
The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.
- (I) DC Power
The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each cage and cageless collocation arrangement. This charge is designed to recover the monthly facility and utility expenses to power the collocation equipment.

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**LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE**

15. Description and Application of Rate Elements (Cont'd)
- 15.2 Monthly Charges (Cont'd)
- (J) Facility Termination (DS0)
This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.
- (K) Facility Termination (DS1)
The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.
- (L) Facility Termination (DS3)
The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.
- (M) BTS Trunks
The BTS Trunking monthly charge is designed to recover equipment and installation cost to provide synchronized linking for electronic communications equipment. This rate is based on a per port cost.
- (N) Building Modification
The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demineralizer work, lighting, outlets, and grounding equipment.
- (O) Environmental Conditioning
The Environmental Conditioning charge is applied to each caged and cageless arrangement on a per load amp increment (10 amp minimum) based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15	Description and Application of Rate Elements (Cont'd)	T
15.2	Monthly Charges (Cont'd)	T
(P)	Adjacent Cable Subduct Space-Handhole This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.	T
(Q)	Adjacent Cable Subduct Space The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.	
(R)	Adjacent Conduit Space (Metallic) Handhole This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.	
(S)	Adjacent Conduit Space (Metallic) This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.	
(T)	Adjacent Facility Termination DSX Cable This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.	

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15	Description and Application of Rate Elements (Cont'd)	T
15.2	Monthly Charges (Cont'd)	T
(U)	Adjacent Facility Termination DSX Cable The Facility Termination (DSX) charge is applied per 28 pair DSX cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.	T
(V)	Adjacent Facility Termination DSX Cable The Facility Termination (DSX) charge is applied per DSX cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.	
(W)	Adjacent Cable Vault Space The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.	
(X)	Adjacent Cable Rack Space This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear foot occupied.	
(Y)	Microcave Racktop Space Microcave Racktop Space is the cost per square foot to provide racktop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.	
(Z)	Virtual Equipment Maintenance The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the cost incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of Equipment including, but not limited to, ATM DSX/AM, Frame Relay, Routers, OC3, OC12, OC24, OC48, and NEXUS. This charge does not apply for the maintenance of splitters.	
(AA)	Facility Termination (Fiber Optic Patchcord) The Facility Termination (Fiber Optic Patchcord) charge is applied per fiber cable termination. This charge recovers the labor and material cost of the DSX facility termination panel.	N

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

16	Rules and Charges	NRIC	MONTHLY CHARGE	
16.1	Engineering/Major Agreement Fee, Per Occurrence Cabled or Cablesless Virtual Microwave Agreement	\$692.09 \$310.85 \$911.03	-	T
16.2	Minor Agreement Fee, Per Occurrence	121.17	-	
16.3	Access Card Administration, Per Card	15.58	-	
16.4	Cage Enclosure 25-100 Sq.Ft. 101-200 Sq.Ft. 201-300 Sq.Ft. 301-400 Sq.Ft. 401-500 Sq.Ft.	4,346.88 5,850.02 7,353.16 8,856.30 10,359.44	-	
16.5	Cage Enclosure Agreement Per Sq.Ft. Fencing	13.83	-	
16.6	BTIS Timing Engineering/Termination, Per Project Material/Labor, Per Linear Foot Per Fmt. Per Month	22.00 0.78 -	- \$7.28	T
16.7	Overhead Superstructure Engineering, Per Project Installation/Materials, Per Linear Foot	46.02 28.79	-	
16.8	Facility Pull/Termination-Engineering, Engineering	46.02	-	
16.9	Facility Pull, Per Linear Foot Metallic Fiber Optic Patchcord	0.62 0.62	-	

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

16	Rules and Charges (Cont'd)	NRIC	MONTHLY CHARGE	
16.10	Cable Termination DSO Cable, per 100 pair cable terminated	\$ 2.50	-	T
	DS1 Cable, per 28 pair cable terminated	0.62	-	
	DS3 Coaxial Cable (Preconnectorized) per cable terminated	0.62	-	
	DS3 Coaxial Cable (Unconnectorized) per cable terminated	6.24	-	N
	Fiber Optic Patchcord per cable terminated	0.62	-	N
16.11	Fiber Cable Pull-Engineering Per Project	316.30	-	T
16.12	Fiber Cable Pull-Place Inward Per Linear Foot	1.77	-	T
16.13	Fiber Cable Pull-Labor Per Linear Foot	1.10	-	T
16.14	Fiber Cable Pull-Cable Fire Retardant Per Occurrence	21.95	-	T
16.15	Fiber Splice-Engineering Per Project	15.82	-	T
16.16	Fiber Cable Splice Per Fiber	63.38	-	T
16.17	DC Power Engineering, Per Project Cable Termination, Per Cable Cable Pull, Per Linear Foot Wire Grounding, Per Linear Foot Per Month, Per Load Amp (10 Amp Minimum)	48.02 37.43 6.24 0.07	- -\$10.25	T

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

		NRC	MONTHLY CHARGE	
16.34	Adjacent Fiber Cable Pull-Engineering, Per Project	\$316.30	-	T
16.35	Adjacent Fiber Cable Pull-Place In-duct, Per Linear Foot	1.77	-	T
16.36	Adjacent Fiber Cable Pull-Per Linear Foot	1.10	-	T
16.37	Adjacent Cable Fire Retardant-Per Occurrence	24.95	-	T
16.38	Adjacent Metallic Cable Pull-Engineering, Per Project	316.30	-	T
16.39	Adjacent Metallic Cable Pull-Per Linear Foot	1.73	-	T
16.40	Adjacent Metallic Cable Splice-Engineering, Per Project Greater than 200 Pairs, Per DSODS1 Pair	15.82	-	T
	200 Pairs or Less, Per DSODS1 Pair	0.76	-	
		1.68	-	
16.41	Adjacent Fiber Cable Splice-Engineering, Per Fiber 48 Fiber or Less, Per Fiber Greater than 48 Fiber, Per Fiber	15.82	-	T
		83.38	-	
		66.35	-	
16.42	Adjacent Facility Pull-Engineering Per Project	46.02	-	T

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

		NRC	MONTHLY CHARGE	
16.43	Adjacent Facility Pull-Per Linear Foot	\$0.62	-	T
16.44	Adjacent Cable Termination-DSO Cable (Connected) Per 100 Pairs	2.50	-	T
	DSO Cable (Unconnected) Per 100 Pairs	24.95	-	
	DSI Cable (Connected) Per 28 Pairs	0.62	-	
	DSI Cable (Unconnected) Per 28 Pairs	18.71	-	
	DS3 Coaxial Cable (Preconnected) Per DS3	0.62	-	
	DS3 Cable (Unconnected) Per DS3	6.24	-	
	Fiber Cable, Per Fiber Termination	83.35	-	
16.45	Adjacent Standard Space-Meritole, Per Project Per Linear Foot	-	\$4.56	T
16.46	Adjacent Conduit Space (4" Duct) Meritole, Metallic, Per Conduit Metallic, Per Linear Foot	-	7.36	T
		-	0.04	
16.47	Adjacent Facility Termination-Material-DSO Cable, Per 100 Pairs	-	2.27	T
	DSI Cable, Per 28 Pairs	-	11.57	
	DS3 Cable, Per Coaxial	-	7.12	

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LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

16.	Rules and Charges (Cont'd)	NRIC	MONTHLY CHARGE	T	16.	Rules and Charges (Cont'd)	NRIC	MONTHLY CHARGE	T
16.48	Adjacent Cable Vault Space Per 1200 Pair, Material, Per Splice Per 1200 Pair, Per Cable Per 900 Pair, Material, Per Splice Per 900 Pair, Per Cable Per 600 Pair, Material, Per Splice Per 600 Pair, Per Cable Per 100 Pair, Material, Per Splice Per 100 Pair, Per Cable Per 48 Fiber, Material, Per Splice Per 48 Fiber, Per Splice Per 96 Fiber, Material, Per Splice Per 96 Fiber, Per Splice	-	\$254.36 2.45 165.24 2.22 122.65 1.88 25.89 0.35 6.39 0.66 18.28 0.66	T	16.52	Facility P/1 (Microwave Only), Per Linear Foot	0.62	-	N
16.49	Adjacent Cable Rack Space Metallic DSO, Per Linear Foot Metallic DSI, Per Linear Foot Fiber, Per Intraud Foot Coaxial, Per Linear Foot	-	0.0029 0.0018 0.0040 0.0100	T	16.53	Microwave Rooftop Space Per Square Foot, Per Month	-	2.79	N
16.50	Collocation Space Report-Per Wire Center of Access Tandem Requested	-	\$758.52	T	16.54	Building Penetration for Microwave Cable, Per Occurrence	1CB	-	N
16.51	Labor Rates, Per Technician Basic Business Day/ 1st Half Hour Each Additional Half Hour Overtime Non-Business Day 1st Half Hour Each Additional Half Hour Premium Non-Business Day 1st Half Hour Each Additional Half Hour	-	26.81 13.41 100.00 75.00 150.00 125.00	T	16.55	Special Work for Microwave, Per Occurrence	1CB	-	N
					16.56	Virtual Equipment Installation, Per Quarter Rack	2,041.00	-	N
					16.57	Virtual Software Upgrade, Per Base Unit	53.52	-	N
					16.58	Virtual Card Installation, Per Card	132.00	-	N
					16.59	Virtual Equipment Maintenance, Per Quarter Rack	-	44.34	N
					16.60	Cage Ground Bar	947.57	-	N
					16.61	Dedicated Transit Service (DTS) DSO	-	-	T
						Service Order, Semi-Mechanized, per order	\$37.83	-	T
						Service Order, Manual, per order	56.93	-	T
						Service Connection CO Wiring, per jumper	4.29	-	T
						Service Connection Provisioning, per order	88.04	-	T
						DS1, DS3, Dark Fiber	-	-	T
						Service Order, Semi-Mechanized, per order	37.83	-	T
						Service Order, Manual, per order	53.93	-	T
						Service Connection CO Wiring, per jumper	9.99	-	T
						Service Connection Provisioning, per order	79.41	-	T

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