

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

ILLINOIS COMMERCE COMMISSION )  
On Its Own Motion )  
 )  
Proposed Establishment Of ) Docket Nos. 00-0511/0512  
Collocation Tariffs For GTE North )  
Incorporated and GTE South Incorporated )

TESTIMONY OF  
DAVID T. HORTON

VERIZON NORTH INC.  
VERIZON SOUTH INC.  
(Formerly GTE North Incorporated and GTE South Incorporated)

SEPTEMBER 21, 2000

OFFICIAL FILE  
I.C.C. DOCKET NO. 00-0511/0512  
Verizon Exhibit No. 3.0  
Witness David T. Horton  
Date 3/5/01 Reporter lbc

1 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS?

2 A. My name is David Horton and my business address is 600 Hidden Ridge Drive,  
3 Irving, TX 75038.

4  
5 Q. ON WHOSE BEHALF ARE YOU TESTIFYING AND BY WHOM ARE  
6 YOU EMPLOYED?

7 A. I am testifying on behalf of Verizon North, Inc. and Verizon South Inc., formerly  
8 GTE North Incorporated and GTE South Incorporated ("Verizon" or the  
9 "Company"). I am employed by Verizon as a Marketing Manager.

10

11 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND  
12 WORK EXPERIENCE.

13 A. I received a Bachelor of Science in Business Administration in 1985 from Central  
14 Michigan University. I joined Verizon in 1995. From 1995 to 1999, I served in  
15 two positions on Account Management teams. My second position was Technical  
16 Support on the CLEC Account Management Team. In this position I managed  
17 collocation projects - from the receipt of the application through the final space  
18 turnover and subsequent billing of the completed project. I worked directly with  
19 CLECs and internal operations groups to assure that collocation was provided in a  
20 timely and efficient manner. I accepted my current position with Product  
21 Management in May of 1999. In this position I am responsible for policies,  
22 procedures and positions related to collocation. In addition, I actively support the

1 efforts of our Account Management Teams who are responsible for managing  
2 collocation projects.

3

4 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A REGULATORY**  
5 **COMMISSION?**

6 A. Yes. I testified before the Illinois Commerce Commission ("ICC") as Verizon's  
7 Collocation and UNE policy witness in the recent Part 790 interconnection  
8 rulemaking (Docket No. 99-0511) in early August, 2000.

9

10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. I will review certain terms and conditions of Verizon's collocation tariffs filed on  
12 June 21, 2000 and provide Verizon's position on key policy issues related to the  
13 tariffs. I will also explain revisions to some terms and conditions that are  
14 necessary due to the recent FCC Collocation Order<sup>1</sup> and other developments.  
15 These changes are reflected in my Attachment DH-1, a redlined version of  
16 Verizon's tariffs.

17

18 **Q. WHAT VERIZON CUSTOMERS ARE ELIGIBLE TO OBTAIN**  
19 **SERVICES UNDER THESE TARIFFS?**

20 A. Verizon's collocation tariffs are utilized by competitive local exchange carriers  
21 ("CLECs"), certified by the State of Illinois, desiring to acquire space in Verizon

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<sup>1</sup>*Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket 98-147 and Fifth Further Notice of Proposed*

1 central offices for the purpose of interconnection and/or to gain access to  
2 Verizon's unbundled network elements ("UNEs").  
3

4 **Q. WHAT SERVICES ARE PROVIDED IN VERIZON'S COLLOCATION**  
5 **TARIFFS?**

6 A. A customer can use these tariffs to order Caged, Cageless and Adjacent On-site  
7 Collocation.  
8

9 **Q. PLEASE DESCRIBE CAGED COLLOCATION?**

10 A. There are three types of physical caged collocation that enable a CLEC to locate  
11 its own equipment in a segregated portion of Verizon's central office: 1) Single  
12 Caged, 2) Shared Caged, and 3) Subleased Caged (collectively referred to as  
13 "caged collocation"). The cage for these collocation offerings is located in a  
14 secured area of Verizon's central office and a purchasing CLEC has direct access  
15 to the collocation area to install, maintain and repair its equipment. In the Single  
16 Caged option, a single CLEC occupies the cage.  
17

18 In a shared caged environment (Shared Caged and Subleased Caged), two or more  
19 CLECs agree to share a caged area, with one of the CLECs agreeing to be the  
20 Host. Other CLECs sharing the same area with the Host are referred to as Guests.  
21 Verizon provides the Host with the prorated cage preparation, power and floor  
22 space cost amounts for each Guest sharing the cage. The Host is responsible for

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Rulemaking in CC Docket No. 96-98, FCC 00-297, CC Docket Nos. 98-147 and CC Docket No. 96-98,  
released August 10, 2000, ("FCC Collocation Order")

1 collecting from the Guests the cage-related nonrecurring and monthly recurring  
2 charges. The Host is also responsible for ordering and payment of all shared cage  
3 charges ordered from Verizon. Each CLEC establishes a separate account with  
4 Verizon for Local Service Request activity to request UNEs.

5  
6 Subleased Caged collocation is similar to Shared Caged collocation, except that it  
7 applies only to CLECs who have already purchased Single Caged collocation.  
8 Subleased Caged collocation would occur if a CLEC determines that it has  
9 surplus space in its contracted cage and Verizon allows the contracting CLEC to  
10 sublease the surplus space to another CLEC as a Guest. The CLEC that originally  
11 obtained the cage for itself becomes the Host with the same coordination  
12 responsibilities of the Host under the Shared Caged option.

13  
14 **Q. WHY DOES VERIZON REQUIRE THAT THE HOST CLEC IN A**  
15 **SHARED OR SUBLEASED CAGED ARRANGEMENT BE**  
16 **RESPONSIBLE FOR THE ORDERING AND HANDLING OF THE**  
17 **BILLING ARRANGEMENTS ON BEHALF OF ALL THE CLECS**  
18 **OCCUPYING THE CAGE?**

19 **A.** Verizon requires the Host to assume this responsibility for several reasons. First,  
20 Shared Caged and Subleased Caged are both variations of the caged collocation  
21 option where the cage is obtained by a single CLEC. Once a cage is turned over  
22 to a CLEC, Verizon has limited control over the activities within the cage. Since  
23 the CLEC has more control of the activities within the cage, the CLEC is in a

1 better position than Verizon to manage the arrangements within their cage. For  
2 example, in a shared or subleased caged arrangement, augmentation of power and  
3 transmission cables require the coordination of all the CLECs in the cage to be  
4 sure that there is no disruption or damage to existing installed or in-service  
5 equipment within the cage. Where Verizon turns the cage over to the Host, the  
6 Host and Guest(s) must agree to the terms of a shared arrangement themselves,  
7 otherwise, the burden of managing the relationship would fall solely onto  
8 Verizon. As stated above, Verizon has limited control over the activities within  
9 the cage. Verizon's position is supported by the FCC's Advanced Services Order  
10 ("ASO")<sup>2</sup>, paragraph 41, which states that "a shared collocation cage is a caged  
11 collocation space shared by two or more competitive LECs pursuant to terms and  
12 conditions agreed to by the competitive LECs" (emphasis added). Finally, if  
13 Verizon was forced to bill each occupant of the cage directly and one of the  
14 occupants leaves the arrangement, Verizon would be placed in a situation where it  
15 could not fully recover its cost for that caged arrangement.

16  
17 **Q. PLEASE DESCRIBE CAGELESS COLLOCATION.**

18 A. Cageless collocation provides the CLEC with a floor space arrangement in the  
19 Verizon central office where the CLEC can install, maintain and repair its own  
20 equipment in single bay/relay rack increments in an area Verizon designates for  
21 this purpose. Verizon will provide a CLEC direct unrestricted access to its

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<sup>2</sup>*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, CC Docket No. 98-147, released March 31, 1999.

1 cageless arrangement 24 hours per day and the CLEC is not required to obtain its  
2 own cage for its equipment.

3

4 **Q. PLEASE DESCRIBE ADJACENT ON-SITE COLLOCATION.**

5 A. Adjacent on-site collocation is only utilized when no caged and cageless  
6 (physical) collocation space exists in the requested Verizon central office.  
7 Adjacent on-site collocation utilizes a separate structure on Verizon's property in  
8 which the CLEC will install, repair and maintain its equipment. Access to  
9 Verizon's central office is not necessary in this case since all of the CLEC's  
10 equipment is located in the adjacent structure and the work the CLEC performs  
11 related to interconnecting to Verizon's central office can be completed there.

12

13 **Q. ON WHAT SPECIFIC TERMS AND CONDITIONS OF THE TARIFF  
14 WILL YOU BE PROVIDING COMMENTS?**

15 A. I will comment on Section 3.1(C), Notification of Acceptance/Rejection, Section  
16 4.2(C), Timing, Section 4.3(C), Specifications, and Section 5.1, Space  
17 Availability.

18

19 **Q. WHAT TIME INTERVAL IS REQUIRED TO CONDUCT AN  
20 EVALUATION OF A CENTRAL OFFICE TO DETERMINE IF VERIZON  
21 CAN PROVIDE THE SERVICE REQUESTED BY THE CLEC IN ITS  
22 COLLOCATION APPLICATION?**

1 A. Section 3.1(C), Notification of Acceptance/Rejection establishes an interval of 15  
2 calendar days to provide a space assessment. Assuming the CLEC submits less  
3 than ten applications within a 10-calendar day period, this standard interval begins  
4 when Verizon receives and accepts a completed collocation application(s) from  
5 the CLEC. This standard interval is reasonable based on the activities necessary  
6 to complete the request. In the case of the space assessment, these activities may  
7 include, but are not limited to, an assessment of the 1) Heating ventilation and air  
8 conditioning ("HVAC") systems, 2) Direct Current ("DC") power systems, 3)  
9 conduit space, 4) Main Distribution Frame ("MDF") space, 5) Digital Systems  
10 Cross Connect ("DSX") panel space and Optical Systems Cross Connect ("OSX")  
11 panel space, 6) overhead superstructure requirements, 7) miscellaneous building  
12 modification requirements, 8) physical security requirements, and 9) physical  
13 floor space requirements.

14  
15 **Q. EXPLAIN THESE ACTIVITIES IN MORE DETAIL.**

16 A. HVAC systems must be evaluated each time new equipment is added to a  
17 particular area of the central office. Telecommunications equipment generates  
18 heat, and to maintain the appropriate climate control for the CLEC's and  
19 Verizon's equipment, the central office must be cooled to a specified temperature  
20 and humidity level.

21  
22 Telecommunications equipment typically requires DC Power. Verizon DC power  
23 systems, which include batteries, rectifiers, back-up generators and power

1 distribution bays, all must be evaluated to determine if Verizon can meet the  
2 CLEC's requirements. Should the CLEC request fiber entrance facility on its  
3 application, Verizon's conduit systems must be evaluated to determine if they  
4 have the necessary ducts/sub-ducts available to accommodate the quantity and  
5 size of cable the CLEC wishes to bring into the central office.

6  
7 The MDF, DSX panels and OSX panels must be evaluated to determine if  
8 sufficient space exists to accommodate various CLEC copper and fiber (optical)  
9 cable terminations (transmission cables) running from the CLEC's caged or  
10 cageless area to these points of termination. The central offices must also be  
11 evaluated to determine if sufficient overhead superstructure (cable racking) exists  
12 to support CLEC transmission and power cables.

13  
14 An evaluation must also be made to determine if miscellaneous building  
15 modification and security requirements will be needed to accommodate the CLEC  
16 request. This may include, but is not limited to, evaluating the need to install  
17 electronic card readers systems and cipher (mechanical numeric key pad) locks to  
18 some internal and external doors, security cameras and security fencing to protect  
19 key areas of Verizon's network. Evaluation of available floor space is required to  
20 determine if the Verizon central office can accommodate the space requested by  
21 the CLEC. In order to complete these activities, interaction and coordination are  
22 required not only with various parties within the Verizon organization but also

1 with third party vendors who have response times that are not controlled by  
2 Verizon.

3

4 **Q. WHAT TIME INTERVALS ARE REQUIRED TO PROVIDE AN**  
5 **ESTIMATED PRICE QUOTE BASED ON THE CLEC'S COLLOCATION**  
6 **APPLICATION?**

7 A. Section 3.1(C), Notification of Acceptance/Rejection also establishes an interval  
8 of 30 calendar days, from receipt of application, to provide a price quote estimate  
9 to the CLEC based on its application. Verizon has adopted this interval following  
10 an investigation of this issue by the California Public Utilities Commission  
11 ("CPUC")<sup>3</sup>, which found 30 days to be a reasonable time for this process.

12

13 **Q. WHAT TIME INTERVAL IS REQUIRED TO PROVISION**  
14 **COLLOCATION?**

15 A. Section 4.2(C), Timing, establishes a provisioning interval of 90 calendar days  
16 from the receipt of 50% of the project's non-recurring charges (NRCs). Verizon  
17 believes this provisioning interval is reasonable based on what is required of  
18 Verizon during the provisioning process. Some or all of the following activities  
19 are required to prepare the central office to support a collocation arrangement: 1)  
20 Should the CLEC require fiber entrance facilities, Verizon personnel would be  
21 required to pull these facilities from the nearest manhole outside the central office  
22 to the CLEC's caged or cageless area. This requires coordination with the CLEC

---

<sup>3</sup>Rulemaking 97-10-016/Investigation 97-10-017, Decision 99-08-020, dated August 5, 1999, (D.99-08-020).

1 and scheduling work with independent contractors. In some cases, independent  
2 contractors are involved who have inflexible schedules. 2) MDF vertical racks  
3 and MDF termination blocks may need to be provisioned to accommodate  
4 additional DS0 level facility terminations. Additional DSX and OSX panels may  
5 need to be provisioned to provide for additional points of termination for CLEC  
6 transmission cables. In many cases, these must be ordered from third party  
7 vendors who have their own schedules for production not controlled by Verizon.  
8 3) If necessary, miscellaneous building modifications like the installation of  
9 electronic access card readers, new doors, cipher locks on new or existing doors,  
10 security cameras and security caging will have to be completed.

11  
12 The CPUC found the 90-day interval to be appropriate in D.99-08-020. Verizon's  
13 proposed provisioning interval of 90 calendar days from receipt of 50% of the  
14 project's NRCs is consistent with the Hearing Examiner's Proposed Order in  
15 Ameritech Illinois' collocation proceeding, Docket No. 99-0615. The 90-day  
16 interval would not apply under extraordinary circumstances.

17  
18 **Q. WHAT ARE THE EXTRAORDINARY CIRCUMSTANCES THAT**  
19 **WOULD CAUSE VERIZON TO EXCEED THE 90 DAY INTERVAL?**

20 **A.** Extraordinary circumstances would occur any time there is a delay in material  
21 shipments (including cables) and construction intervals that directly affect  
22 Verizon's ability to complete the required infrastructure modifications to the  
23 central office. Examples of such infrastructure modifications that may require

1 more time to provision collocation include: 1) upgrade work on the DC power  
2 plant- including the addition or modification of rectifiers, batters, generators, and  
3 cabling to provide more amperage of DC power to an identified area on the  
4 central office floor, 2) work done to the HVAC system - including additions or  
5 modifications to the heating, ventilation, and air conditioning systems in order to  
6 provide the necessary environmental conditions for telecommunications  
7 equipment, 3) building modifications - construction work necessary to create a  
8 footprint of additional space or to provide a cabling path for facilities (i.e. racking,  
9 superstructure, risers) or to provide a securable access to a particular area of the  
10 central office and renovation of unconditioned space. For all of the central office  
11 modifications mentioned above, parts must be ordered from other vendors who  
12 provide the products on their own schedules. With the new demand for  
13 collocation materials and equipment, Verizon is finding that vendors are  
14 overwhelmed with the demand and the response to orders are many times  
15 delayed.

16

17 **Q. WHEN DOES THE PROVISIONING INTERVAL BEGIN?**

18 A. It depends upon whether a forecast was received from the CLEC for the  
19 collocation application in question. The language addressing CLEC forecasts is  
20 included in Verizon's tariffs (Attachment A) in Section 17.5.4 (b) and (c),  
21 Reservation of Space.

22

1 Q. WHEN WOULD CLECS BE PROVIDED ACCESS TO THEIR ASSIGNED  
2 COLLOCATION SPACE?

3 A. In response to the FCC Collocation Order, Section 4.1 of Verizon's tariff,  
4 Planning and Coordination, states that Verizon will issue central office access  
5 cards after the receipt of 50% of the project's NRCs. CLECs can obtain access  
6 cards by following the process outlined in Section 4.6 C) of the Verizon tariff.

7  
8 Q. WHEN WOULD CLECS BE ABLE TO BEGIN INSTALLATION OF  
9 BAYS, RACKS AND EQUIPMENT IN THEIR ASSIGNED CAGED OR  
10 CAGELESS AREA?

11 A. CLECs would be permitted to install bays, racks and equipment at the time the  
12 final walkthrough has been completed. The final walkthrough is conducted so  
13 that the collocation arrangement can be inspected and accepted by the CLEC.  
14 The final walkthrough would be conducted after Verizon has completed its work  
15 to prepare the collocation arrangement for the CLEC. The work to prepare the  
16 collocation arrangement may include, but is not limited to, the completion of the  
17 following activities: installation of power and transmission cables, installation of  
18 fiber entrance facilities, upgrades or modifications to the DC power plant,  
19 upgrades or modifications to the HVAC systems, miscellaneous building  
20 modifications (electronic card readers, doors, security fencing, security cameras),  
21 cage construction (if required in the case of caged collocation) and overhead  
22 superstructure installation.

23

1 Q. SHOULD THE CLECS BE REQUIRED TO ADHERE TO VERIZON'S  
2 EQUIPMENT SPECIFICATIONS?

3 A. Yes. Section 4.3(C), Specifications, establishes Verizon's equipment  
4 specifications. Verizon adheres to the FCC's ASO when it requires that CLEC  
5 equipment meet National Equipment Building Standards ("NEBS") Level 1 plus  
6 some additional specific safety standards that are not higher than Verizon's  
7 standards for its own equipment. The FCC Collocation Order (Paragraph 56)  
8 affirmed that ILECs can require that CLEC equipment meet certain safety and  
9 engineering standards, even if these safety standards go above NEBS Level 1, as  
10 long as those standards are not more stringent than the standards the ILEC  
11 imposes on itself. Verizon actually holds itself to higher equipment standards  
12 than it requires of CLECs in these tariffs. If the CLEC equipment meets NEBS  
13 Level 1 but does not meet all or part of the additional safety and engineering  
14 standards set by Verizon, the tariff provides for a solution that works to mitigate  
15 the deficiencies. Verizon would work with CLECs to identify the appropriate  
16 telecommunications cabinet that may mitigate the safety or engineering  
17 deficiencies of the CLECs' equipment, therefore allowing that particular piece of  
18 equipment to be placed in Verizon's central office.

19

20 Q. WHAT IS THE INTERVAL AND METHOD TO INFORM THE CLEC  
21 THAT ITS EQUIPMENT DOES NOT MEET VERIZON EQUIPMENT  
22 STANDARDS?

1 A. The FCC mandated in the ASO that ILECs must provide an equipment list and  
2 affidavit to the CLEC within 5 business days of denial of CLEC equipment. The  
3 equipment list would show each piece of ILEC equipment in that particular  
4 central office that at a minimum meets the equipment standards established for  
5 CLEC equipment.

6

7 **Q. SHOULD VERIZON BE REQUIRED TO POST A COMPLIANT**  
8 **EQUIPMENT LIST ON A PUBLIC WEB SITE?**

9 A. No. Requiring Verizon to post an approved equipment list on a public web site  
10 would be burdensome and unnecessary. Researching and recording equipment  
11 types and specifications for offices where there has not been an equipment denial  
12 is also a costly proposition. If Verizon would be required to provide such a  
13 service, it should have the ability to directly recover costs from CLECs to provide  
14 such a service.

15

16 **Q. SHOULD FLOOR PLANS AND DIAGRAMS BE PROVIDED TO THE**  
17 **CLEC PRIOR TO A TOUR TO EVALUATE SPACE EXHAUST?**

18 A. No. As outlined in Section 5.1, Space Availability, of Verizon's tariffs, floor  
19 plans and diagrams should only be submitted to the State Commission. Providing  
20 a copy to the CLEC is unnecessary since the CLEC would be allowed under  
21 protective order to view these documents at a location designated by the ICC.  
22 Supplying these documents, and in particular the floor plans, provides the CLEC  
23 with a great deal of proprietary information which, once analyzed, could easily

1 reveal Verizon's future marketing plans for that particular central office. A  
2 limited review of the floor plans at the ICC is sufficient for the CLEC to  
3 determine if it wishes to challenge Verizon's conclusion that physical collocation  
4 space is no longer available at that particular central office.

5  
6 **Q. ARE YOU RECOMMENDING THAT ANY CHANGES AND ADDITIONS**  
7 **BE MADE TO THE TARIFFS FILED JUNE 21, 2000?**

8 A. Yes. The changes to Verizon's collocation tariffs are shown in Attachment DH-1.

9  
10 **Q. WHY ARE THESE MODIFICATIONS NECESSARY?**

11 A. These changes and additions address various internal process and procedure  
12 changes required to streamline Verizon's product offering and to respond to  
13 various requirements outlined in the FCC Collocation Order and other  
14 developments. For example, as a result of the recent merger closing between  
15 GTE and Bell Atlantic, the newly created Verizon operating company name  
16 should be inserted to replace the existing GTE operating company name.

17  
18 **Q. WHY HAS VERIZON ADDED A SECTION REQUIRING CLECS TO**  
19 **PROVIDE COLLOCATION FORECASTS?**

20 A. The FCC Collocation Order at Paragraph 39 states that it is reasonable for ILECs  
21 to require that CLECs forecast their future demands for collocation.

22  
23 An incumbent LEC also may require a competitive LEC to forecast  
24 its physical collocation demands. Absent state action requiring  
25 forecasts, a requesting carrier's failure to submit a timely forecast

1 will not relieve the incumbent LEC of its obligation to comply  
2 with the time limits set forth in this section. Similarly, an  
3 incumbent LEC may penalize an inaccurate collocation forecast by  
4 lengthening a collocation interval only if the state commission  
5 affirmatively authorizes such action.  
6

7 The language providing the details of Verizon's forecasting requirements have  
8 been added to Section 17.5.4, Reservation of Space. Forecasts will be used by  
9 Verizon to pre-position central offices as much as possible to accommodate future  
10 collocation requirements. In order to meet the intervals in Verizon's tariffs, pre-  
11 positioning of central offices will be necessary. This data becomes critical when  
12 planning for future needs for central office DC power, HVAC systems, facility  
13 terminations (MDF, DSX, OSX) and physical space and security requirements.  
14 Without this information, Verizon has no way of ascertaining the level of demand  
15 for collocation in a particular central office. Should there be a sudden increase in  
16 demand for a central office or group of central offices in the same geographic  
17 area, Verizon may not be able to make the necessary modifications to its central  
18 offices to meet required provisioning intervals.

19  
20 **Q. SHOULD THERE BE REPERCUSSIONS TO A CLEC IF IT FORECASTS**  
21 **COLLOCATION ACTIVITY IN A CENTRAL OFFICE BUT THEN DOES**  
22 **NOT FOLLOW THROUGH WITH A COLLOCATION APPLICATION?**

23 **A.** Yes. If Verizon commits resources to pre-position power or HVAC capacity  
24 and/or conditions previously unconditioned space based upon a CLEC forecast  
25 and the CLEC does not follow through with a collocation application, then  
26 Verizon should be allowed to receive compensation for the work performed.

1 Q. WHY DID VERIZON ADD OPTICAL TERMINATIONS (CROSS-  
2 CONNECTS) AND OPTICAL CABLE MATERIAL PRICES TO ITS  
3 TARIFF?

4 A. Per the FCC UNE Remand Order,<sup>4</sup> CLECs require access to UNE Dark Fiber and  
5 UNE Transport services. To access UNEs, the CLECs must have a way to  
6 connect their fiber optical terminals via fiber cable from their Caged, Cageless or  
7 On-Site Adjacent collocation to optical cross connect panels within the Verizon  
8 central office. Rate elements to run and terminate the cable, as well as for the  
9 space the cable occupies, have been added to this tariff in Section 14, Rates and  
10 Charges. Also, a rate element for material cost has been added should CLECs  
11 choose to have Verizon provide the fiber cable.

12  
13 Q. WHY DID VERIZON ADD CATEGORY 5 CABLE TERMINATION AND  
14 CABLE MATERIAL RATES TO ITS TARIFF?

15 A. Category 5 cables are required to minimize potential interference within the  
16 Verizon central office from high frequency transmission technologies like those  
17 deployed by CLECs. ADSL is one example of these technologies. Rate elements  
18 to run and terminate the cable and for the cable material have been added to  
19 Verizon's proposed collocation tariff in Section 14. A description of the rate  
20 elements can be found in Section 13.

21

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<sup>4</sup> *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order, FCC 99-238, CC Docket No. 96-98, released November 5, 1999, ("FCC UNE Remand Order").*

1 Q. WHY HAS VERIZON MODIFIED SECTION 17.1.2, GENERAL, WHICH  
2 DESCRIBES THE PREMISES AVAILABLE FOR COLLOCATION?

3 A. Section 17.1.2, General, was modified to more accurately describe the Verizon  
4 premises where CLECs may apply for collocation service.

5

6 Q. WHY WERE CHANGES NECESSARY TO THE SPACE  
7 RESERVATIONS SECTION OF THIS TARIFF?

8 A. Section 17.5.1(A) was added due to the FCC merger condition that required  
9 Verizon create a separate data affiliate ("SDA"). The language in this section  
10 identifies that the "SDA" is part of Verizon.

11

12 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

13 A. Yes.

## Attachment DH – 1

(This attachment will be resent once the formatting  
can be corrected).

Schedule of Rates and Charges Together  
With Rules and Regulations Applicable  
To **Local Network Access Services**  
Provided In The Territory Served  
By ~~GTE North Incorporated Verizon North Inc.~~  
Within The State Of Illinois.

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Issued: June 21, 2000

Effective: August 5, 2000

By J. R. Hargrave, Assistant Vice President  
Regulatory and Governmental Affairs  
Bloomington, Illinois

GENERAL EXCHANGE TARIFF

LOCAL NETWORK ACCESS SERVICES

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N  
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By J. R. Hargrave, Assistant Vice President  
Regulatory and Governmental Affairs  
Bloomington, Illinois

**LOCAL NETWORK ACCESS SERVICES**

**APPLICABILITY**

- 1. This tariff is applicable to Local Network Access Services provided to Competitive Local Exchange Carriers (CLECs), which have been certified by the Illinois Commerce Commission, by ~~GTE North Incorporated~~ Verizon North Inc., hereinafter referred to as the Company. Other requirements for CLECs are set forth in the following sections of this tariff.

Services offered in this tariff are provided within serving areas of ~~GTE North Incorporated~~ Verizon North Inc. in the State of Illinois as defined in the Company's Local and/or General Tariffs.

Services offered by this tariff are existing Company facilities and services only, where available. Provision of new or additional facilities may be available on an Individual Case Basis (ICB).

N  
|  
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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****1. General**

- 1.1 GTE (hereafter referred to as the Company) shall provide collocation services in accordance with, and subject to, the terms and conditions of this tariff and any additional applicable regulations in other Company tariffs. The Company shall provide collocation services under this tariff only to those parties which have an effective interconnection agreement with the Company for this state under Sections 251 and 252 of the Telecommunications Act of 1996, or have adopted such an agreement pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this tariff to the extent permitted by applicable law. As required by applicable law, the Company shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this tariff or other Company tariffs on Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this tariff or the collocation of any equipment hereunder: (1) the Company does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) the Company does not intend to, and therefore does not establish any precedent, waiver, course of dealing or in any way evidence the Company's position or intent with regard to future collocation requests; and (3) the Company specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)).
- 1.2 Collocation provides for access to the Company's premises, ~~for the purpose of interconnection for the exchange of traffic with the Company and/or for access to unbundled network elements, including its central offices and serving wire centers, or access tandems listed in the National Exchange Carrier Association, Inc., Tariff FCC 4, and other buildings or similar structures owned, or leased, or otherwise controlled by the Company that house the Company's network facilities; all structures that house the Company's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by the Company that is adjacent to these central offices, wire centers, buildings, and structures, for the purpose of interconnection for the exchange of traffic with the Company and/or for access to unbundled network elements.~~
- 1.3 Collocation shall be accomplished through Caged or Cageless Collocation, except in those instances where Caged or Cageless Collocation is not practical for technical reasons or due to space limitations. In such cases, the Company shall provide Adjacent Collocation or other methods of collocation, subject to space availability and technical feasibility.
- 1.4 The provision of Collocation by the Company, as set forth in this tariff, does not constitute a joint undertaking with the Competitive Local

es. In addition, the regulations, terms and conditions of this tariff do not apply to any CLEC offering of services to its subscribers.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****2. Description of Types of Collocation****2.1 Single Caged**

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within a Company premises. Additional details on single caged collocation are set forth in the Company's Collocation Services Packet, described in Section 3.1 below.

**2.2 Shared Caged**

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Company premises. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the Host CLEC (Host) and the other(s) to be the Guest CLEC (Guest).

The Host and Guest(s) are solely responsible for determining whether to share a shared cage collocation arrangement and if so, upon what terms and conditions. The Host and Guest(s) must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The Company will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the Host and the Guest(s), but the Company will provide the Host with information on the proportionate share of the non-recurring charges for each CLEC in the shared arrangement. The Host will be responsible for ordering and payment of all collocation applicable services ordered by the Host and Guest(s). Each Host and Guest will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the Host and/or Guest(s) for unbundled network elements ordered.

The Host CLEC and Guest(s) are the Company's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Host is reimbursed for all or any portion of such charges by the Guest(s). All terms and conditions for caged collocation as described in this tariff will apply to shared caged collocation requirements. Additional details on shared caged collocation are set forth in the Company's Collocation Service Packet, described in 3.1 following.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****2. Description of Types of Collocation (Cont'd)****2.3 Subleased Caged**

Vacant space available in a CLEC's existing caged collocation arrangement may be made available to a third party for the purpose of interconnection and/or for access to unbundled network elements in the Company's premises via the subleasing collocation arrangement. Details of subleasing collocation arrangements are set forth in the Company's Collocation Support Packet. The CLEC subleases floor space to the third party pursuant to terms and conditions agreed to by the CLEC and third party involved. The CLEC and third party must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements.

The CLEC is solely responsible for determining whether to sublease a caged collocation arrangement and if so, upon what terms and conditions. The Company will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangements between the CLEC and the third party. The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party/parties.

Each CLEC and third party will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party/parties are the Company's customers and have all the rights and obligations applicable hereunder to CLEC customers purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party/parties. All terms and conditions for caged collocation as described in this Tariff will apply to subleased caged collocation requirements. Additional details on subleased caged collocation are set forth in the Company's Collocation Services Packet, described in Section 3.1 below.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****2. Description of Types of Collocation (Cont'd)****2.4 Cageless**

Cageless collocation is a form of collocation in which CLECs can place their equipment in Company premises space. A cageless collocation arrangement allows a CLEC, using Company approved vendors, to install equipment in single bay increments in an area designated by the Company. The equipment location will be designated by the Company and will vary based on individual premises configurations. CLEC equipment will not share the same equipment bays with Company equipment. Additional details on cageless collocation are set forth in the Company's Collocation Services Packet, described in Section 3.1 below.

**2.5 Adjacent**

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Company property for collocation for the purposes of provisioning expanded interconnection and/or access to unbundled network elements in accordance with the terms and conditions of this tariff. Adjacent collocation is only an option when the following conditions are met:

- Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and
- It is technically feasible to construct or procure a hut or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards.

The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an adjacent structure that will force the Company to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws.

Any construction by the CLEC on Company property must comply with Company technical specifications as they relate to environmental safety and grounding requirements set forth in the Company's Collocation Services Packet. The Company will make available power and physical collocation services to the CLEC in the same non-discriminatory manner as it provides to itself for the Company's own Remote Equipment Buildings (REBs).

Additional details on adjacent collocation are set forth in the Company's Collocation Services Packet, described in Section 3.1 below.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****2. Description of Types of Collocation (Cont'd)****2.6 Other**

A CLEC shall have the right to order collocation services offered pursuant to the Company's other tariffs, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms and conditions of the Company's existing federal collocation tariff (GTOC Tariff FCC No. 1).

Physical collocation of microwave transmission facilities will be permitted except where such collocation is not practical for technical reasons or because of space limitations. Requests for collocation of microwave transmission facilities are to be submitted via a BFR.

**3. Ordering Conditions****3.1 Application****(A) Point of Contact/Collocation Services Packet**

The Company will establish points of contact for the CLEC to contact to place a request for collocation. The point of contact will provide the CLEC with the Collocation Services Packet, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.

**(B) Application Form/Fee**

CLECs requesting collocation at a premises will be required to complete the application form and submit the non-refundable engineering fee set forth in 14. following for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in 14. following on an individual case basis (ICB) associated with complying with the application request.

**(C) Notification of Acceptance/Rejection**

The Company will notify the CLEC in writing within fifteen (15) calendar days following receipt of the completed application if the CLEC's requirements cannot be accommodated as specified. Should the CLEC submit ten (10) or more applications within a ten (10) calendar day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****3. Ordering Conditions (Cont'd)****3.1 Application (Cont'd)****(D) Changes**

The first application form submitted by the CLEC shall be designated the original application. Original applications for collocation arrangements that have not been inspected and approved by the CLEC are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; heating, ventilation and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of the CLEC, major changes may be handled in one of the following two methods to the extent technically feasible.

**(1) Method 1: Additional Application**

The CLEC may elect to have a major change to its original collocation application treated by the Company as an additional (new) application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering Fee, the Company will notify the CLEC in writing within fifteen (15) calendar days following receipt of the completed additional application if the CLEC's additional requirements cannot be accommodated as specified. Filing an additional application does not change the Company's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

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LOCAL NETWORK ACCESS SERVICESCOLLOCATION SERVICE3. Ordering Conditions (Cont'd)3.1 Application (Cont'd)(D) Changes (Cont'd)(2) Method 2: Supplemental Application

The CLEC may elect to have a major change to its original collocation application treated by the Company as a supplemental application. A supplemental application may affect the Company's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, the Company will notify the CLEC in writing within fifteen (15) calendar days following receipt of the completed supplemental application if the CLEC's requirements cannot be accommodated as specified. Upon notification that the Company can accommodate the requirements of the supplemental application, the CLEC may elect to proceed with the supplemental application. The Company's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

Minor changes are those requests that do not require additional AC or DC power systems, HVAC system upgrades, or changes in cage space. The CLEC will be required to submit a revised application, but the deliverable dates for the project will not change.

3.2 Space Availability

The Company will notify the CLEC within fifteen (15) calendar days following receipt of the completed application form and non-refundable engineering fee, if space is available at the selected premises. If space is not available, the Company will notify the CLEC in writing. Space availability and reservation shall be determined in accordance with 5. following.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****3. Ordering Conditions** (Cont'd)**3.3 Price Quote**

The Company shall provide the CLEC with a price quote for collocation services required to accommodate the CLEC's request within thirty (30) calendar days of the application date, provided that no individual case basis (ICB) rates are required in the quote. The quote will be honored for ninety (90) calendar days from the date of issuance. However, the Company reserves the right to change the price quote at any time prior to acceptance by the CLEC. If the quote is not accepted by the CLEC within such ninety (90) calendar day period, the CLEC will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

**3.4 ASR**

Upon notification of available space, the CLEC will be required to send a completed Access Service Request (ASR) form to the Company's collocation point of contact. A copy of an ASR form is included in the Collocation Services Packet.

**3.5 Augmentation**

All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under certain circumstances outlined below. The definition of a major or minor augment is as follows:

- (A) Major Augments are those requests that require AC or DC power, add equipment that generates more BTUs of heat, or an increase in the caged floor space, over what the CLEC requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a major augment.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****3. Ordering Conditions (Cont'd)****3.5 Augmentation (Cont'd)**

- (B) Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that do not require more AC or DC power, add equipment that generates more BTUs of heat, or increase the caged floor space, over what the CLEC requested in its original application. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for Collocator to Collocator interconnects and DSO, DS1, and DS3 cross connects are included as minor augments.

Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLEC including but not limited to: requests to pull cable for CLEC to CLEC interconnects, DSO, DS1, and DS3 facility terminations.

Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Company to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage. Prior to the installation of the additional equipment the CLEC agrees to provide the Company with an application form with an updated equipment listing that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this tariff for the purpose of ensuring compliance with Company safety standards.

**3.6 Expansion**

The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where the CLEC seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLEC to expand its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****3. Ordering Conditions (Cont'd)****3.7 Relocation**

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLEC will be responsible for all costs associated with the relocation of its equipment.

**4. Installation and Operation****4.1 Planning and Coordination**

Upon receipt of the ASR and fifty percent (50%) of the applicable Non-Recurring Charges (NRCs), set forth in 14. following, associated with the ordered collocation services, the Company will:

- (A) Schedule a meeting with the CLEC to determine engineering and network requirements.
- (B) Initiate the necessary modifications to the premises to accommodate the CLEC's request.
- (C) Work cooperatively with the CLEC to ensure that services are installed in accordance with the service requested.
- (D) Issue access cards as set forth in 4.6 following.

The CLEC is responsible for coordinating with the Company to ensure that services are installed in accordance with the ASR. The CLEC shall meet with the Company, if requested by the Company, to review design and work plans for installation of CLEC designated equipment within the Company's premises. The CLEC is responsible to have all of its cables and other equipment ready for installation on the date scheduled. If the CLEC fails to notify the Company of a delay in the installation date, it will be subject to the appropriate Additional Labor Charge set forth in 14. following.

**4.2 Space Preparation****(A) Cage Construction**

For caged collocation, the Company will construct the cage with a standard enclosure or the CLEC may subcontract this work to a Company approved contractor.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE**4. Installation and Operation (Cont'd)4.2 Space Preparation (Cont'd)(B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company shall provide, at the rates set forth in 14. following, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Company equipment within that premises. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

(C) Timing

The Company shall use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLEC of the time estimates as soon as possible. The Company shall complete delivery of the floor space to the CLEC within ninety (90) calendar days of receipt of fifty percent (50%) of the NRCs, assuming that the material shipment and construction intervals for the improvements required to accommodate the request ~~(e.g., HVAC, system/power plant upgrade/ cables)~~ are met. If the Company determines that an initial or augment collocation request cannot be completed within the applicable provisioning deadline due to extraordinary circumstances beyond the Company's control, the Company shall immediately notify the CLEC and state commission and provide information regarding the extraordinary circumstances with a revised completion date. Extraordinary circumstances may include, but are not limited to: upgrades or additions to the Company's heating, ventilation, and air conditioning (HVAC) systems; power plant upgrades or additions; renovation of unconditioned space; cable material delivery delays; and delays associated with the permitting processes of local municipalities. The Company may also determine that the provisioning a collocation request will be delayed due to the CLEC's failure to submit an accurate forecast of collocation demand as set forth in Section 5.4 following. If so, the Company shall immediately notify the CLEC and state commission and provide information regarding the forecast deficiencies with a revised completion date. Space delivery within such time frame shall also be subject to the permitting process of the local municipality.

Prior to the CLEC beginning the installation of equipment in a cage, bay or cabinet, the CLEC and the Company must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by the CLEC, billing will be initiated, ~~access cards will be issued~~ and the CLEC may begin installation of equipment.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.3 Equipment and Facilities****(A) Purchase of Equipment**

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLEC chooses, the Company will assist the CLEC in the purchase of equipment by establishing a contact point with GTE Verizon Logistics (Supply). The Company is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation.

**(B) Permissible Equipment**

The CLEC is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. The CLEC shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements. The CLEC may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Company premises environmental standards.

**(C) Specifications**

The CLEC facilities shall not physically, electronically, or inductively interfere with or impair the service of the Company's or any other CLEC facilities, create hazards or cause physical harm to any individual or the public. All CLEC equipment used for Caged and Cageless Collocation must be tested to, and must meet: (1) the NEBS Level 1 family of safety requirements as described in Telecordia Special Report SR-3580; and (2) the specific risk/safety/hazard criteria specified in Addendum E of the Collocation Services Packet. Any CLEC equipment that does not conform to the NEBS Level 1 family of safety requirements may not be installed on Company property. A cabinet must be used to mitigate deficiencies identified with CLEC equipment failing to meet the specific risk/safety/hazard criteria specified in Addendum E of the Collocation Services Packet.

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**LOCAL NETWORK ACCESS SERVICES**

**COLLOCATION SERVICE**

4. Installation and Operation (Cont'd)

4.3 Equipment and Facilities (Cont'd)

(C) Specifications (Cont'd)

The Company reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS Level 1 safety standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). The Company also reserves the right to remove and/or refuse use of CLEC facilities or equipment which does not meet or comply with the NEBS equipment safety requirements specified in Addendum E of the Collocation Services Packet.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.3 Equipment and Facilities (Cont'd)****(D) Cable**

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. The Company cable standards (which are set forth in the Collocation Services Packet) are required to reduce the possibility of interference. The CLEC is responsible for providing fire retardant riser cable that meets Company standards. The Company is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the collocation space. The Company is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated innerduct.

If the CLEC provides its own fiber optic facility, then the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for the Company to be able to fully extend such cable through to the CLEC's collocation space.

**(E) Manhole/Splicing Restrictions**

The Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by the Company to be pulled through the premises conduit to the CLEC collocation arrangement. The Company is responsible for installing a cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

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**LOCAL NETWORK ACCESS SERVICES**

**COLLOCATION SERVICE**

4. Installation and Operation (Cont'd)

4.3 Equipment and Facilities (Cont'd)

(F) Access Points and Restrictions

The interconnection point for caged and cageless collocation is the point where CLEC-owned cable facilities connect to Company termination equipment. The demarcation point for the CLEC is its terminal equipment or interconnect/cross connect panel within its cage, bay/frame or cabinet. The CLEC must tag all entrance facilities to indicate ownership. The CLEC will not be allowed access to Company DSX line-ups, MDF or any other Company facility termination points. The DSX and MDF are to be considered Company demarcation points only. Only Company employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

(G) Staging Area

For caged and cageless collocation arrangements, the CLEC shall have the right to use the designated staging area, a portion of the premises and loading areas, if available, on a temporary basis during its equipment installation work in the collocation space. The CLEC is responsible for protecting the Company's equipment and premises walls and flooring within the staging area and along the staging route. The CLEC will meet all Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Company in an acceptable condition upon completion of the installation work. The CLEC may also utilize a staging trailer, which can be located on the exterior premises of the Company's premises. The Company may assess the CLEC a market value lease rate for the area occupied by the trailer.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.3 Equipment and Facilities (Cont'd)****(H) Testing**

Upon installation of the CLEC equipment, with prior notice, the Company will schedule time to work with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment.

**(I) Collocator to Collocator Interconnect Arrangements**

The Company shall provide, upon the CLEC's request, a Collocator to Collocator Interconnect arrangement between its equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, the CLEC must submit an Application Form, ASR, and a Minor Augment Fee. The Company will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route.

The CLEC has the option of providing all cables and connectors for the arrangement and the option of running the cables for the Collocator to Collocator Interconnect Arrangement. If the Company provides the cables and connectors and/or runs the cable, the applicable cable and labor rates in 14. following will be applied.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.4 Access to Collocation Space**

The Company will permit CLEC employees, agents, and contractors approved by the Company to have direct access to CLEC caged or cageless collocated equipment and the Company's restroom facilities twenty-four (24) hours a day, seven (7) days a week. CLEC employees, agents, or contractors must comply with the policies and practices of the Company pertaining to fire, safety, and security as described in the Company's Security Procedures and Requirements Guidelines, which are attached to the Collocation Services Packet. The Company reserves the right, with 24 hours prior notice to the CLEC, to access the CLEC's collocated partitioned space to perform periodic inspections to ensure compliance with Company installation, safety and security practices. Where the CLEC shares a common entrance to the premises with the Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, the Company reserves the right to permanently remove and/or deny access from Company premises any CLEC employee, agent, or contractor who violates the Company's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Company.

**4.5 Network Outage, Damage and Reporting**

The CLEC shall be responsible for:

- Any damage or network outage occurring as a result of CLEC owned or designated termination equipment in Company premises;
- Providing trouble report status when requested;
- Providing a contact number that is readily accessible 24 hours a day, 7 days a week;
- Notifying the Company of significant outages which could impact or degrade the Company's switches and services and provide estimated clearing time for restoral; and
- Testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a CLEC service.

The Company will make every effort to contact the CLEC in the event CLEC equipment disrupts the network. If the Company is unable to make contact with the CLEC, the Company shall temporarily disconnect the CLEC's service, as provided in 4.7 following.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.6 Security Requirements****(A) Background Tests; Training**

All employees, agents and contractors of the CLEC must meet certain minimum requirements as set forth in the Company's Collocation Service Packet. When the CLEC submits the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, the CLEC must submit to the Company's Security Department, for prior approval, the background investigation certification form included in the Collocation Service Packet for all employees, agents and contractors that will require access to Company premises. The CLEC must agree that its employees/vendors with access to Company premises shall at all times adhere to the rules of conduct established by the Company for the premises and Company personnel and vendors. The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Company network or facilities or to comply with applicable laws and regulations. The Company will provide the CLEC with written notice of such changes. Where applicable, the Company will provide information to the CLEC on the specific type of security training required so its employees can complete such training.

**(B) Security Standards**

The Company will be solely responsible for determining the appropriate level of security in each premises. The Company reserves the right to deny access to Company buildings for any CLEC employee, agent or contractor who cannot meet the Company's established security standards. Employees, agents or contractors of the CLEC are required to meet the same security requirements and adhere to the same work rules that Company employees and contractors are required to follow.

The Company also reserves the right to deny access to Company buildings for CLEC employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.

**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.6 Security Requirements (Cont'd)****(B) Security Standards (Cont'd)**

CLEC employees, agents or contractors who meet the Company's established security standards will be provided access to the CLEC's collocation equipment and the Company's restroom facilities 24 hours a day, seven days a week. If CLEC employees, agents or contractors request and are granted access to other areas of the Company's premises, a Company employee, agent or contractor may accompany and observe the CLEC employee(s), agent(s) or contractor(s) at no cost to the CLEC.

The Company may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by the Company.

**(C) Access Cards/Identification**

Access cards or keys will be provided to no more than a reasonable number of CLEC appointed individuals for each Company premises. All CLEC employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLEC. The ID must be worn on the individual's exterior clothing while on Company premises. The Company will provide the CLEC with instructions and necessary access cards or keys to obtain access to Company buildings.

The CLEC is required to immediately notify the Company by the most expeditious means, when any CLEC employee, agent or contractor with access privileges to Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. The CLEC is responsible for the immediate retrieval and return to the Company all keys, access cards or other means of obtaining access to Company buildings upon termination of employment of an employee and/or termination of service. The CLEC shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or upon failure of it or its employee, agent or contractor to return them to the Company.

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**LOCAL NETWORK ACCESS SERVICES****COLLOCATION SERVICE****4. Installation and Operation (Cont'd)****4.7 Emergency Access**

The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC will provide access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLEC in advance of any such emergency access. If advance notification is not possible the Company will provide notification of any such entry to the CLEC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLEC facilities or equipment and its ability to provide service. The Company will restrict access to CLEC collocation space to persons necessary to handle such an emergency.

The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. The Company reserves the right, without prior notice, to access CLEC collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the CLEC or CLEC equipment upon the operation of Company equipment, facilities and/or employees located outside the CLEC's collocation space. The Company will notify the CLEC as soon as possible when such an event has occurred.

In case of a Company work stoppage, CLEC employees, contractors or agents will comply with the emergency operation procedures established by the Company. Such emergency procedures should not directly affect CLEC access to its premises, or ability to provide service. The CLEC will notify the Company point of contact of any work stoppages by CLEC employees.

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