



**BellSouth Telecommunications, Inc.**  
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Regulatory Relations

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March 9, 2006

060204-TP

Mrs. Blanca S. Bayo  
Director, Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Mpower Communications Corp.

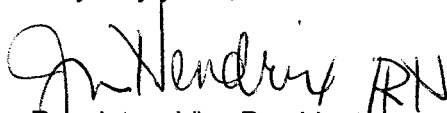
Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with Mpower Communications Corp.

The underlying agreement was filed on April 21, 2003 in docket 030375-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

  
Regulatory Vice President

DOCUMENT NUMBER-DATE

02046 MAR-9 8

FPSC-COMMISSION CLERK

**Amendment to the Agreement  
Between  
Mpower Communications Corp.  
and  
BellSouth Telecommunications, Inc.  
Dated February 28, 2003**

Pursuant to this Amendment, (the "Amendment"), Mpower Communications Corp. ("Mpower"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 28, 2003 ("Agreement") to be effective upon the date of the last signature executing the Amendment ("Effective Date").

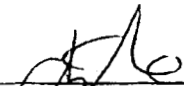
WHEREAS, BellSouth and Mpower entered into the Agreement on February 28, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to delete Attachment 4 language and rates in its entirety for the state of Florida and replace with Exhibit 1 attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated February 28, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

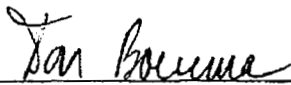
By: 

*File* Name: Kristen E. Shore

Title: Director

Date: 2-15-06

**Mpower Communications Corp.**

By: 

Name: Don Boerema

Title: President FON

Date: 2/15/06

for Mpower Communications Corp.

**Attachment 4**  
**BellSouth Collocation**

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**BELLSOUTH COLLOCATION**

**1. Scope of Attachment**

**1.1 BellSouth Premises**

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when Mpower is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices, and Remote Terminals (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the BellSouth Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Mpower that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Mpower’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for Mpower. Mpower agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for Mpower. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, is unable to secure such access and use rights for Mpower, Mpower shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Mpower in obtaining such permission.

**1.2 Right to Occupy**

1.2.1 BellSouth shall offer to Mpower collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Mpower to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Mpower and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.2.1 In all states other than Florida, the size specified by Mpower may contemplate a request for space sufficient to accommodate Mpower’s growth within a twenty-four (24) month period.

- 1.2.2.2 In the state of Florida, the size specified by Mpower may contemplate a request for space sufficient to accommodate Mpower's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Mpower Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Mpower's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Mpower's cost or materially delay Mpower's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Mpower wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
- 1.4.1 Mpower shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Mpower has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Mpower's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.2 The responsibilities of Mpower shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Mpower.
- 1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.



- 1.5 Space Reclamation
- 1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Mpower will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and Mpower cannot demonstrate that Mpower will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Mpower requesting that Mpower release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in Mpower's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, Mpower shall either: (1) return the non-utilized Collocation Space to BellSouth in which case Mpower shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Mpower accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Mpower shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or Mpower's refusal to return requested Collocation Space should be resolved by BellSouth and Mpower pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. Mpower may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Mpower may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Mpower's employees or certified suppliers.
- 1.7 Rates and Charges. Mpower agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes

of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2 Optional Reports**
- 2.1 Space Availability Report. Upon request from Mpower and at Mpower's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Mpower.
- 2.1.1 The request from Mpower for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.
- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide Mpower with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information within thirty (30) days of a Mpower request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center

designated by Mpower, up to a maximum of thirty (30) wire centers per Mpower request per month per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

### 3 Collocation Options

3.1 Cageless Collocation. BellSouth shall allow Mpower to collocate Mpower's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Mpower to have direct access to Mpower's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where Mpower's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Mpower must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

### 3.2 Caged Collocation

3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At Mpower's option and expense, Mpower will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Mpower and Mpower's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Mpower's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Mpower's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Mpower's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Mpower's BellSouth Certified Supplier shall bill Mpower directly for all work performed for Mpower. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Mpower's BellSouth Certified Supplier. Mpower must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Mpower's locked enclosure prior to notifying Mpower at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Mpower's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Mpower.

3.2.2 In the event Mpower's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Mpower's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Mpower of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Mpower's Initial Application. If Mpower's Initial Application does not indicate its desire to construct its own enclosure and Mpower subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Mpower will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Mpower subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Mpower will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review Mpower's plans and specifications, then BellSouth will provide notification to Mpower within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Mpower's plans and specifications. Regardless of whether or not BellSouth elects to review Mpower's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Mpower's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Mpower's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Mpower's caged Collocation Space, BellSouth shall require Mpower, at Mpower's expense, to remove or correct any structure that does not meet Mpower's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 Mpower may allow other telecommunications carriers to share Mpower's caged Collocation Space, pursuant to the terms and conditions agreed to by Mpower (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Mpower. BellSouth shall be notified in writing by Mpower upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Mpower that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Mpower. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Mpower.

- 3.3.2 Mpower, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Mpower with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Mpower shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.
- 3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.4 Mpower shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Mpower's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation
- 3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by Mpower or Mpower's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, Mpower shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.2 If Mpower requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, Mpower must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications

upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, Mpower and Mpower's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Mpower's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Mpower's BellSouth Certified Supplier shall bill Mpower directly for all work performed for Mpower to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay such charges imposed by Mpower's BellSouth Certified Supplier. Mpower must provide the local BellSouth contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Mpower's locked enclosure prior to notifying Mpower at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.3 Mpower must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Mpower's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Mpower's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from Mpower for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Mpower's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Mpower's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of Mpower's Adjacent Arrangement, BellSouth shall require Mpower, at Mpower's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.

3.4.4 Mpower shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Mpower's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at Mpower's request and expense, BellSouth will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Mpower will pay for any and all DC

power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Mpower's BellSouth Certified Supplier shall be responsible, at Mpower's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

3.5.1 BellSouth will permit Mpower to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth Premises (Direct Connect). Mpower shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Mpower. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Mpower to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Mpower's physical/virtual Collocation Spaces are contiguous in the central office, Mpower will have the option of using Mpower's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Mpower will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. Mpower may not self-provision a Direct Connect on any BellSouth distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. Mpower is solely responsible for ensuring the integrity of the signal.

3.5.2 To place an order for a Direct Connect, Mpower must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to Mpower.

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between Mpower and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Mpower to interconnect between its Collocation Space(s) and the physical/virtual collocation

space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to Mpower upon Mpower's request for the CCXC. Mpower is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 Mpower must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Mpower. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Mpower shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Mpower to provision the CCXC to the other collocated telecommunications carrier. In those instances where Mpower's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Mpower may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. Mpower shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Mpower shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Mpower is solely responsible for ensuring the integrity of the signal.

3.6.3 To place an order for a CCXC, Mpower must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Mpower.

#### **4 Occupancy**

4.1 Space Ready Notification. BellSouth will notify Mpower in writing when the Collocation Space is ready for occupancy (Space Ready Date).



- 4.2 Acceptance Walkthrough. Mpower will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from Mpower's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Mpower completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Mpower's acceptance of the Collocation Space (Space Acceptance Date). In the event Mpower fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Mpower on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If Mpower decides to occupy the Collocation Space prior to the Space Ready Date, the date Mpower executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.
- 4.4 Equipment Installation. Mpower shall notify BellSouth in writing that its collocation equipment installation is complete. Mpower's collocation equipment installation is complete when Mpower's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to Mpower's customers. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from Mpower.
- 4.5 Termination of Occupancy.
- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, Mpower may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Mpower and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Mpower signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Mpower jointly conduct an inspection, confirming that Mpower has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may

apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

- 4.5.2 Upon termination of occupancy, Mpower, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Mpower from the Collocation Space. Mpower shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Mpower's Guest(s), unless Mpower's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Mpower's Termination Date.
- 4.5.3 Mpower shall continue the payment of all monthly recurring charges to BellSouth until the date Mpower, and if applicable Mpower's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Mpower or Mpower's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Mpower or Mpower's Guest(s), in any manner that BellSouth deems fit, at Mpower's expense and with no liability whatsoever for Mpower's property or Mpower's Guest(s) property.
- 4.5.4 Upon termination of Mpower's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. Mpower shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Mpower, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Mpower's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Mpower shall be responsible for the cost of removing any Mpower constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

## **5 Use of Collocation Space**

### **5.1 Equipment Type**

- 5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as

a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Upon request by Mpower, BellSouth, at its discretion, may consent to the collocation of any equipment not meeting these standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Mpower's failure to comply with this Section.
- 5.1.4 At a Remote Site, all Mpower equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.2 Terminations. Mpower shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Mpower, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Mpower submits an

application for terminations that will exceed the total capacity of the collocated equipment, Mpower will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Mpower will, notify in writing the BellSouth ICS Collocation Product Management of any UCC-1 lien holder or other secured financial interests in any Mpower equipment in the Collocation Space.
- 5.4 No Marketing. Mpower shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. Mpower shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Mpower's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Mpower's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities.
- 5.6.1 Mpower may elect to place Mpower-owned or Mpower leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, Mpower will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Mpower will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Mpower's equipment in Mpower's Collocation Space. In the event Mpower utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals Mpower will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by BellSouth. Mpower must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Mpower is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of Mpower's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.6.2 Central Office Microwave Transmission Facilities. At Mpower's request, BellSouth will accommodate, where technically feasible and space is available, a

microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.

- 5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, BellSouth shall permit Mpower to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Mpower demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Mpower's Collocation Space is located. In Florida, Mpower must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities at a Central Office. BellSouth will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by Mpower for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Mpower with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Mpower's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to Mpower in the Application Response.
- 5.8 Shared Use
- 5.8.1 Mpower may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Mpower's Collocation Space within the same BellSouth Premises.
- 5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Mpower must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Mpower-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Mpower desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Mpower authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Mpower's entrance facility.

- 5.9 Demarcation Point
- 5.9.1 In Tennessee, if Mpower elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 5.9.2 BellSouth will designate the point(s) of demarcation between Mpower's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Mpower shall be responsible for providing the common block and cabling and Mpower's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. Mpower or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.10 Equipment and Facilities. Mpower, or if required by this Attachment, Mpower's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by Mpower, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. Mpower and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.
- 5.11 BellSouth's Access to Collocation Space
- 5.11.1 From time to time, BellSouth may require access to Mpower's Collocation Space. BellSouth retains the right to access Mpower's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Mpower at least forty-eight (48) hours before access to Mpower's Collocation Space is required. Mpower may elect to be present whenever BellSouth performs work in the Mpower's Collocation Space. The Parties agree that Mpower will not bear any of the expense associated with this type of work.
- 5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.
- 5.11.3 Mpower must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.

5.12 Mpower's Access

5.12.1 Pursuant to Section 12 below, Mpower shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Mpower agrees to provide the name, date of birth and either the social security number or driver's license number of each employee, supplier or agent of Mpower or Mpower's Guest(s) with Mpower's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Mpower and returned to BellSouth Access Management within fifteen (15) days of Mpower's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. Mpower agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Mpower's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with Mpower ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. Mpower shall pay all applicable charges associated with lost or stolen Access Devices.

5.12.2 Mpower must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Mpower desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Mpower may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Mpower desires access to its designated Collocation Space after the first accompanied free visit and Mpower's access request form(s) has not been approved by BellSouth or Mpower has not yet submitted an access request form to BellSouth, Mpower shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at Mpower's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Mpower must request that escorted access be provided by BellSouth to Mpower's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Mpower or its approved agent or supplier requires access to the entrance manhole.

5.13 Lost or Stolen Access Devices. Mpower shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes

necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Mpower's employees, suppliers, agents or Guest(s) to return an Access Device(s), Mpower shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

5.14.1 Notwithstanding any other provisions of this Attachment, Mpower shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises except where authorized by law; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Mpower violates the provisions of this paragraph, BellSouth shall provide written notice to Mpower, which shall direct Mpower to cure the violation within forty-eight (48) hours of Mpower's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Mpower fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Mpower's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Mpower prior to the taking of such action and BellSouth shall have no liability to Mpower for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Mpower fails to cure the violation within forty-eight (48) hours, or if such cure is



not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Mpower or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Mpower is significantly degrading the performance of other advanced services or traditional voice band services, Mpower shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.15 Personalty and Its Removal. Facilities and equipment placed by Mpower in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Mpower at any time. Any damage caused to the Collocation Space by Mpower's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Mpower at its sole expense. If Mpower decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and Mpower's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Mpower the Administrative Only Application Fee associated with the type of removal activity performed by Mpower, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to Mpower.
- 5.16 Alterations. Under no condition shall Mpower or any person acting on behalf of Mpower make any rearrangement, modification, augment, improvement, addition, and/or other alteration which will affect space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Mpower. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides Mpower with an Application Response.
- 5.17 Central Office Janitorial Service. Mpower shall be responsible for the general upkeep of its Collocation Space. Mpower shall arrange directly with a BellSouth

Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

- 5.18 Upkeep of Remote Collocation Space. Mpower shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Mpower shall be responsible for removing any of Mpower's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

## **6 Ordering and Preparation of Collocation Space**

- 6.1 Initial Application. For Mpower's or Mpower's Guest's(s') initial equipment placement, Mpower shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Mpower for Central Office or Remote Site Collocation, as applicable, and will be billed by BellSouth on the date BellSouth provides Mpower with an Application Response.

- 6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.

- 6.2 Subsequent Application. In the event Mpower or Mpower's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, Mpower shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by Mpower in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.2.1 Subsequent Application Fees. The application fee paid by Mpower for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The

Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Mpower submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when Mpower submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to Mpower's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Mpower with an Application Response.

6.3 Space Preferences. If Mpower has previously requested and received a Space Availability Report for the BellSouth Premises, Mpower may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate Mpower's space preference(s), Mpower may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Mpower with an Application Response.

6.4 Space Availability Notification

6.4.1 For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Mpower's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

6.4.2 If the amount of space requested is not available, BellSouth will notify Mpower of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Mpower or space that is configured differently, no application fee will apply. If Mpower decides to accept the available space, Mpower must resubmit its

application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Mpower resubmits its application to accept the available space, BellSouth will bill Mpower the appropriate application fee.

- 6.5 Denial of Application. If BellSouth notifies Mpower that no space is available (Denial of Application), BellSouth will not assess an application fee to Mpower. After notifying Mpower that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Mpower, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Mpower to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space,

requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

- 6.7.3 When physical Collocation Space becomes available, Mpower must submit an updated, complete and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Mpower has originally requested caged Collocation Space and cageless Collocation Space becomes available, Mpower may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Mpower wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.4 Mpower may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Mpower does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Mpower from the waiting list. Upon request, BellSouth will advise Mpower as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Mpower to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Mpower to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation

Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When Mpower submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after BellSouth has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Mpower or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Mpower the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.

6.11 Bona Fide Firm Order

6.11.1 Mpower shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Mpower's Bona Fide application or Mpower's application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Mpower's BFFO. BellSouth will acknowledge the receipt of Mpower's BFFO within seven (7) days of receipt, so that Mpower will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

**7 Construction and Provisioning**

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Mpower. If additional space has been requested by Mpower, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual

Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Mpower cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 Records Only Change. When Mpower adds equipment, that was originally included on Mpower's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Mpower, when Mpower requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an "Augment". Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Mpower. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Mpower.
- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power

7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)



- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If Mpower submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If Mpower submits an Augment that includes three (3) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If Mpower submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Mpower and BellSouth. If Mpower and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for Mpower's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Mpower requests multiple items from different Augment categories, BellSouth will bill Mpower the Augment

application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to Mpower at the time BellSouth provides Mpower with the Application Response. Mpower will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Mpower will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to Mpower prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Mpower has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Mpower prior to the Provisioning Interval for those BellSouth Premises in which Mpower has physical Collocation Space with a POT bay provided by Mpower or virtual Collocation Space, until Mpower has provided BellSouth with the following information:
- 7.4.1.1 For physical Central Office Collocation Space with a Mpower-provided POT bay, Mpower shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, Mpower shall provide BellSouth with a complete layout of Mpower's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Mpower's BellSouth Certified Supplier.
- 7.4.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from Mpower. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.

- 7.4.3 BellSouth will bill Mpower a nonrecurring charge, as set forth in Exhibit B, each time Mpower requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to Mpower.
- 7.5 Use of BellSouth Certified Supplier. Mpower shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Mpower, if a BellSouth Certified Supplier or Mpower's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Mpower must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Mpower with a list of BellSouth Certified Suppliers, upon request. Mpower, if a BellSouth Certified Supplier, or Mpower's BellSouth Certified Supplier(s) shall be responsible for installing Mpower's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Mpower upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Mpower, the BellSouth Certified Supplier shall bill Mpower directly for all work performed for Mpower pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by Mpower's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Mpower or any supplier proposed by Mpower and will not unreasonably withhold certification. All work performed by or for Mpower shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Mpower shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Mpower's Collocation Space. Upon request, BellSouth will provide Mpower with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Mpower. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Mpower may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth

Central Office requested by Mpower, such information will be provided to Mpower in BellSouth's written denial of physical Collocation Space. Mpower must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.

7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.

7.8 Virtual to Physical Conversion (In-Place)

7.8.1 Virtual collocation arrangements in Central Offices may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Mpower an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Mpower.

7.8.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.

7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Mpower cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Mpower cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Mpower will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Mpower up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Mpower cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Mpower for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.

7.10 Licenses. Mpower, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

## **8 Rates and Charges**

8.1 Rates. Mpower agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.1.1 In Tennessee, if Mpower elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.

8.1.2 Should Mpower elect to transition to the TRA Option after the execution of this Agreement, Mpower shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.

8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Mpower or on Mpower's next scheduled monthly billing statement.

8.3 Recurring Charges

8.3.1 If Mpower has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Mpower fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Mpower occupies the space prior to the Space Ready Date, the date Mpower occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Mpower's next billing cycle and will include any prorated charges for the period from Mpower's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

8.3.2 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by Mpower on Mpower's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any

subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.

- 8.3.3 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Mpower collocation arrangement, to verify that the total number of fused amps of power capacity installed by Mpower's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Mpower on Mpower's Initial Application and all Subsequent Applications. If BellSouth determines that Mpower's BellSouth Certified Supplier has installed more DC capacity than Mpower requested on its Initial Application and all Subsequent Applications, BellSouth shall notify Mpower in writing of such discrepancy and shall assess Mpower for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise Mpower's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to Mpower or on Mpower's next scheduled monthly billing statement, if Mpower's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of Mpower's BFFO or on Mpower's next scheduled monthly billing statement.
- 8.5 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Mpower shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of Mpower's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of

the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Mpower's Collocation Space for the operation of Mpower's equipment. For caged physical Collocation Space, Mpower shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, Mpower shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Mpower's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Mpower shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.7 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Mpower's equipment. Mpower shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.

8.8 Power

8.8.1 In a Central Office BellSouth shall make available -48V DC power for Mpower's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, Mpower's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Mpower's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by Mpower on Mpower's Initial Application and any Subsequent Applications. Mpower is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Mpower's Collocation Space. The BellSouth Certified Supplier contracted by Mpower must provide BellSouth with a copy of the engineering power specifications prior to the day on which Mpower's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Mpower's Collocation Space. Mpower shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Mpower's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Mpower's Collocation Space, power cable

feeds and terminations of the power cabling. Mpower and Mpower's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 8.8.1.1 At a Remote Site, BellSouth shall make available -48V DC power for Mpower's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for Mpower's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.8.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, BellSouth will permit Mpower to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Mpower may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.
- 8.8.3 BellSouth will revise Mpower's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Mpower submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Mpower's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Mpower's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. Mpower's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.8.4 BellSouth will revise Mpower's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Mpower, certifying the completion of the power reduction work, including the removal of any associated power cabling by Mpower's BellSouth Certified Supplier. Notwithstanding the foregoing, if Mpower's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by Mpower's BellSouth Certified Supplier and Mpower shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.



- 8.8.5 If Mpower requests an increase or a reduction in the amount of power that BellSouth is currently providing in a Central Office, Mpower must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Mpower's Subsequent Application.
- 8.8.5.1 In Central Offices in Alabama and Louisiana, if Mpower has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, Mpower must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Mpower will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.8.6 If Mpower elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Mpower's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Mpower's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Mpower's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Mpower's option, Mpower may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.8.7 Mpower shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Mpower's arrangement and terminations of cable within the Collocation Space.
- 8.8.8 Fused Amp Billing. In all states, except as otherwise set forth in this Agreement, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:

For power provisioned from a BDFB. The number of fused amps requested by Mpower on its collocation application for power that is being provisioned from a BellSouth BDFB will be multiplied by the DC power

fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.8.9 Florida Power Usage Option

8.8.9.1 In Central Offices in Florida only, Mpower may request that -48 DC power provisioned by BellSouth to Mpower's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If Mpower desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Mpower to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Mpower requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on Mpower's Initial Application or Subsequent Application. BellSouth shall allow Mpower at Mpower's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Mpower. BellSouth is not required to build its central office power infrastructure to meet Mpower's forecasted DC power demand. Mpower must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement Mpower converts to the FL Option or for any new collocation arrangements Mpower establishes under the FL Option.

8.8.9.2 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Mpower's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by Mpower's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Mpower for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust Mpower's billing to reflect BellSouth's power reading beginning with the first day of the

month immediately following the date of the last metered reading taken by BellSouth.

- 8.8.9.3 BellSouth shall assess Mpower a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Mpower shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Mpower. The requested change in DC power usage will be reflected in Mpower's next scheduled monthly billing cycle.
- 8.8.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, Mpower may request that DC power provisioned by BellSouth to Mpower's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, Mpower accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.8.11 In Alabama and Louisiana, Mpower has the option to purchase power directly from an electric utility company. Under such option, Mpower is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Mpower. Mpower's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Mpower currently has power supplied by BellSouth, Mpower may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Mpower in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.8.12 In South Carolina, Mpower has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, Mpower is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Mpower. Mpower's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as BellSouth is required to comply with these

codes. Mpower must submit an application to BellSouth for the appropriate amount of Collocation Space that Mpower requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Mpower's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Mpower shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Mpower would have the option to order its power needs directly from BellSouth.

- 8.9 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Mpower's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.10 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Mpower in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Mpower's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Mpower's BFFO. All charges will be assessed the rates set forth in Exhibit B.
- 8.11 Security Escort. After Mpower has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to Mpower's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when Mpower's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Mpower shall pay for

such half-hour charges in the event Mpower's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.12 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

## **9 Insurance**

- 9.1 Mpower shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

- 9.2 Mpower shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Mpower's real and personal property situated on or within a BellSouth Premises.

- 9.2.4 Mpower may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to Mpower, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.4 All policies purchased by Mpower shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of Mpower's property has been removed from BellSouth's Premises, whichever period is longer. If Mpower fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Mpower.

- 9.5 Mpower shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the

commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Mpower shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Mpower's insurance company. Mpower shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn: Rick Management Office – Finance  
17F54 BellSouth Center  
675 W. Peachtree Street  
Atlanta, GA 30375

- 9.6 Mpower must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self Insurance. If Mpower's net worth exceeds five hundred million dollars (\$500,000,000), Mpower may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Mpower shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Mpower in the event that self-insurance status is not granted to Mpower. If BellSouth approves Mpower for self-insurance, Mpower shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Mpower's corporate officers. The ability to self-insure shall continue so long as Mpower meets all of the requirements of this Section. If Mpower subsequently no longer satisfies the requirements of this Section, Mpower is required to purchase insurance as indicated by Section 9.2 above.
- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Mpower to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **10 Mechanics Lien**

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Mpower), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected

property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **11 Inspections**

- 11.1 BellSouth may conduct an inspection of Mpower's equipment and facilities in Mpower's Collocation Space(s) prior to the activation of facilities and/or services between Mpower's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Mpower adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Mpower with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

## **12 Security and Safety Requirements**

- 12.1 Unless otherwise specified, Mpower will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Mpower employee hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the Mpower employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Mpower shall not be required to perform this investigation if an affiliated company of Mpower has performed an investigation of the Mpower employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Mpower has performed a pre-employment statewide investigation of criminal history records of the Mpower employee for the states/counties where the Mpower employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Mpower will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site, [www.interconnection.bellsouth.com/guides](http://www.interconnection.bellsouth.com/guides).
- 12.3 Mpower shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Mpower's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Mpower's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Mpower not possessing identification issued by Mpower or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Mpower shall hold BellSouth harmless for any damages resulting from such removal of Mpower's personnel from a BellSouth Premises. Mpower shall be

solely responsible for ensuring that any Guest(s) of Mpower is in compliance with all subsections of this Section.

- 12.4 Mpower shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Mpower shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of Mpower's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Mpower chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Mpower may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Mpower shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Mpower shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Mpower employee or agent hired by Mpower within the last five (5) years, who requires access to a BellSouth Premises to perform work in Mpower Collocation Space(s), Mpower shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Mpower will disclose the nature of the convictions to BellSouth at that time. In the alternative, Mpower may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other Mpower employees requiring access to a BellSouth Premises pursuant to this Attachment, Mpower shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Mpower shall promptly remove from the BellSouth Premises any employee of Mpower that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Mpower is found



interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.

- 12.7 Security Violations. BellSouth reserves the right to interview Mpower's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Mpower's Security representative of such interview. Mpower and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Mpower's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Mpower for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Mpower's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Mpower for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Mpower's employees, agents, suppliers, or Guests and where Mpower agrees, in good faith, with the results of such investigation. Mpower shall notify BellSouth in writing immediately in the event that Mpower discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Mpower shall hold BellSouth harmless for any damages resulting from such removal of Mpower's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.
- 13 Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to

such an extent as to be rendered wholly unsuitable for Mpower's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Mpower's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Mpower, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Mpower may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Mpower's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Mpower's expense. Where allowed and where practical, Mpower may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Mpower shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Mpower's permitted use, until such Collocation Space is fully repaired and restored and Mpower's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Mpower has placed an Adjacent Arrangement pursuant to Section 3.4 above, Mpower shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14 Eminent Domain**

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Mpower shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

**15 Nonexclusivity**

- 15.1 Mpower understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve basis.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. **General Principles**
  - 1.1 Compliance with Applicable Law. BellSouth and Mpower agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Health Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
  - 1.2 Notice. BellSouth and Mpower shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Mpower should contact 1-800-743-6737 for any BellSouth MSDS required.
  - 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Mpower to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Mpower will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by Mpower when operating in the BellSouth Premises.
  - 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Mpower space with proper notification. BellSouth reserves the right to stop any Mpower work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
  - 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Mpower are owned by and considered the property of Mpower. Mpower will indemnify BellSouth for

claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Mpower or different hazardous materials used by Mpower at a BellSouth Premises. Mpower must demonstrate adequate emergency response capabilities for the materials used by Mpower or remaining at a BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Mpower to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Mpower will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Mpower will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Mpower must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Mpower shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

## 2. **Categories for Consideration of Environmental Issues**

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Mpower agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Mpower further agrees to cooperate with BellSouth to ensure that Mpower's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by Mpower, its employees, agents, suppliers, and/or Guests.

2.2 The most current version of the reference documentation must be requested from Mpower's BellSouth Regional Contract Manager (RCM).

Environmental Categories	Environmental Issues	Addressed By The Following Documentation
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&amp;C 450 Fact Sheet Series 17000</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state and federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<p>Std T&amp;C 450</p> <p>Std T&amp;C 450-B (Contact RCM Representative for copy of appropriate E/S M&amp;Ps.)</p> <p>Std T&amp;C 660</p>
Transportation of hazardous material	<p>Compliance with all applicable local, state &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&amp;C 450 Fact Sheet Series 17000</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<p>Std T&amp;C 450</p> <p>29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)</p>

Janitorial service	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&amp;C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 for questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY &amp; LA (local area code) 557-6194 FL, GA, NC &amp; SC (local area code) 780-2740</p>

**3. Definitions**

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

Hazardous Chemical. As defined in the U.S. OSHA hazard communications standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

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

Spill or Release. As defined in Section 101 of CERCLA.

4.

**Acronyms**

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

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

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

GU-BTEN-001BT – BellSouth Environmental Methods and Procedures

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions



COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh 1					
									Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-Add'l	Incremental Charge - Manual Order vs. Electronic-Disc 1st	Incremental Charge - Manual Order vs. Electronic-Disc Add'l	OSS Rates(\$)	
													SOMEK	SOMAN
Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l										
<b>PHYSICAL COLLOCATION</b>														
<b>Application</b>														
	Physical Collocation - Initial Application Fee			CLO	PE1BA	2,785.00								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA	2,236.00								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	564.81								
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR	409.50								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL	760.91								
<b>Space Preparation</b>														
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28								
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12								
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73								
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38								
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50								
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	287.36								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	572.66								
<b>Power</b>														
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26								
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53								
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80								
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47								
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69								
<b>Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)</b>														
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCN X, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71				
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69				
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899				

COLLOCATION - Florida										Attachment: 4 Exh 1					
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98					
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01					
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44					
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71					
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69					
	<b>Security</b>														
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73							
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101									
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95								
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28								
	<b>CFA</b>														
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52								
	<b>Cable Records - Note: The rates in the First &amp; Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively</b>														
	Physical Collocation - Cable Records, per request			CLO	PE1CR	I 1515	S 973.64		256.35						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		648.84		362.41						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35						
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73						

COLLOCATION - Florida										Attachment: 4 Exh 1					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB	169.96		149.97							
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5	4.52		5.35							
	<b>Virtual to Physical</b>														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV	33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO	33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1	52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3	52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	22.51									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	22.51									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	32.73									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	32.73									
	<b>Entrance Cable</b>														
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	994.12		43.84							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.43									
	<b>VIRTUAL COLLOCATION</b>														
	<b>Application</b>														
	Virtual Collocation - Application Fee			AMTFS	EAF	1,241.00		1.20							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA	564.81									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF	760.91		1.20							
	<b>Space Preparation</b>														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28									
	<b>Power</b>														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95									
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69									
	<b>Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)</b>														
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0201	7.32	5.37	4.58	2.71					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.88	6.26	1.35	0.9915					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98					

**COLLOCATION - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh 1										
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	GSS Rates(\$)						
									Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01									
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008													
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012													
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPSM, UEPSN, UEPSO, UEPSA, UEPSB, UEPSR, UEPSM, UEPSN, UEPSO, UEPSA	VE1R2	0.0201	7.32	5.37	4.58	2.71									
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69									
<b>CFA</b>	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52												
<b>Cable Records - Note: The rates in the First &amp; Additional columns will actually be billed as "Initial I" &amp; "Subsequent S" respectively</b>																			
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,515.00	973.64	256.35										
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record			AMTFS	VE1BB		646.84		362.41										
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.60										
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97										
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35										
<b>Security</b>	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.85		22.05										
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63		28.89										
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62		35.73										
<b>Maintenance</b>	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05		22.05										
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18		28.89										
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31		35.73										
<b>Entrance Cable</b>	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84										
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54													
<b>COLLOCATION IN THE REMOTE SITE</b>																			
<b>Physical Remote Site Collocation</b>																			
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35										
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59													
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28												
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91												

COLLOCATION - Florida																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Fxh 1						
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39											
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		208.02											
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73										
<b>Adjacent Remote Site Collocation</b>																		
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134												
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27												
<b>NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.</b>																		
<b>Virtual Remote Site Collocation</b>																		
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23	270.35										
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59												
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91											
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39											
<b>ADJACENT COLLOCATION</b>																		
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62												
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEAU,CL,UAL,UHL,UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69								
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26												
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53												
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80												
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47												
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19												
<b>Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.</b>																		