

20. RATE ELEMENTS (Cont'd)**20.18 Conduit Space, Per Foot**

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Paragraph 21.18 following.

20.19 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber charge reflects the time interval spent by SWBT in pulling the Collocator's cable facilities from the SWBT-designated manhole, through the SWBT cable vault and through the SWBT cable support structure to the collocator's equipment. Rates and charges are as found in Paragraph 21.19 following.

20.20 Conduit for Fiber Optic Cable

The additional 4 inch conduit from the cable vault to the collocation dedicated space. This element applies to requests for diverse routing and where capacity of the initial conduit in the Telecommunications Infrastructure Space Charge is exhausted. Rates and charges are as found in Paragraph 21.20 following.

20.21 Innerduct

The innerduct is the tubing that resides inside the four inch (4") conduit as described in 20.19 preceding and through which a fiber cable is pulled. Rates and charges are as found in Paragraph 21.21 following.

20.22 Miscellaneous Charges

Consists of one-time charges for miscellaneous construction-related activities associated with additions or removal of components used in caged collocation arrangements. The Cage Wire Partition Removal Charge is applied to collocators who choose to combine floor space in caged collocation arrangements by requesting that a common cage wire partition be removed between their adjacent cages. The Cage-to-Cage Conduit Placement Charge is applied to collocators who request placement of conduit between cages. Rates and charges per lineal foot are as found in Paragraph 21.22 following.

20. RATE ELEMENTS (Cont'd)**20.23 Two Inch Vertical Mounting Space in CEVs, Huts, and Cabinets**

A two inch vertical mounting space in a standard equipment mounting rack in a CEV, Hut or Cabinet for the placement of equipment. The number of two inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed and adjacent equipment. Rates and charges are as found in Paragraph 21.23.

20.24 Pre-visits**General Applications**

Prior to submitting an application, the prospective collocator may elect to arrange with SWBT to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SWBT Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of SWBT site-specific drawings nor make any notations. For pre-visits, SWBT will limit the number of SWBT employees attending the pre-visit to one SWBT employee, unless a different number of SWBT employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen minute increments. Rates and Charges are as found in Paragraph 21.24.

20.25 Construction Inspections

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

20. RATE ELEMENTS (Cont'd)**20.26 Adjacent On-Site Structure Arrangements**

If a collocator elects to provide an adjacent on-site structure as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure, SWBT will provide the following sub-elements where space is available and it is technically feasible. Rates and charges for these sub-elements are as found in Paragraph 21.26 following. In addition, should the collocator elect to have SWBT provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in Paragraphs 21.6 and 21.7 following.

- Planning Charges
- Initial (per request)
- Subsequent, Cabling Only
- Land Rental, per square foot
- Extension of 100 AMP AC service up to 200 cable feet from the Central Office switchboard to the Adjacent On-Site Structure (optional)
- AC usage per KWH

20.26.1 Adjacent Off-Site Arrangement

If the collocator elects to provide an adjacent off-site structure as defined in Section 2 of this agreement and as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SWBT will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Paragraph 21.26.1 following.

- Planning, (per request)

20.27 Collocation Availability Space Report Fee

This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that SWBT is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Paragraph 21.27 following.

20. RATE ELEMENTS (Cont'd)**20.28 Collocation to Collocation Connection**

This rate element includes physical-to-physical, cageless-to-cageless, and physical-to-virtual connection options.

(A) Fiber Cable

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(B) Copper Cable (28 DS1s)

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(C) Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 21.28.

(D) Cable Racking and Hole

21. RATES AND CHARGES

The interim rates listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, terms and conditions for Physical Collocation. The interim rates set forth below are subject to true up to the permanent Physical Collocation rates established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Physical Collocation rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Physical Collocation rates, but shall not include any period prior to the effective date of this agreement with CLEC.

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.1 Application/Project Management Fees			
CO Arrangements			
- Initial	NRBCE	None	\$3,605.00
- Subsequent	NRBZD	None	\$3,605.00
- Cable Only	XXXX	None	\$1,150.00
- Non-standard	NRBZE	None	\$1,436.00
CEVs, Huts, Cabinets			
- Standard	NRB1G	None	\$260.00
21.2 Caged Collocation			
- Floor Space Charges, per square foot			
- Up to 100 sq. ft. collocation area		\$4.70	None
- 101-200 sq. ft. collocation area		\$4.27	None
- 201-300 sq. ft. collocation area		\$4.23	None
- 301-400 sq. ft. collocation area		\$4.22	None
- Augment rates are same as above per unit.			

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.2 Caged Collocation (Cont'd)			
Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.64	\$41.66
- 101-200 sq. ft. collocation area		\$0.43	\$28.14
- 201-300 sq. ft. collocation area		\$0.30	\$19.73
- 301-400 sq. ft. collocation area		\$0.24	\$15.50
- Augment rates are same as above per unit			
- Cage Common Systems Materials Charge, per square foot			
- Up to 100 sq. ft. collocation area		None	\$23.50
- 101-200 sq. ft. collocation area		None	\$18.50
- 201-300 sq. ft. collocation area		None	\$16.50
- 301-400 sq. ft. collocation area		None	\$15.50
- Safety & Security, per square foot		\$0.00	\$0.00
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.3 Cageless Collocation			
- Planning Charges			
- Initials (per Request)		None	\$4,489.21
- Subsequent, Cabling Only (Per Request)		None	\$1,360.37
- Land and Building Charge (Per Single Rack)		\$30.64	None
- Relay Rack Charge (Optional) (Per Single Rack)		\$10.60	None
- HVAC Charge (Per 10 Amps)		\$4.01	None
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.00	\$0.00
- 101-200 sq. ft. collocation area		\$0.00	\$0.00
- 201-300 sq. ft. collocation area		\$0.00	\$0.00
- 301-400 sq. ft. collocation area		\$0.00	\$0.00
- Cageless Common Systems Materials Charge, per square foot		None	\$0.00
- Safety & Security, per square foot		\$0.00	\$0.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.4 Caged Common Collocation			
- Planning Charges			
- Initials (Per Request)		\$0.76 (Per linear foot)	\$2,992.81 (Per Request)
- Subsequent, Cabling Only (Per Request)		None	\$1,360.37
- Land and Building Charge (Per linear foot of rack space)		\$27.19	None
- Cable Racking Charge (Per linear foot of rack space)		\$3.76	None
- HVAC Charge (Per 10 AMPS)		\$4.01	None
- RSM Option Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.00	\$0.00
- 101-200 sq. ft. collocation area		\$0.00	\$0.00
- 201-300 sq. ft. collocation area		\$0.00	\$0.00
- 301-400 sq. ft. collocation area		\$0.00	\$0.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.4 Caged Common Collocation (Cont'd)			
- Common Systems			
- Cage Preparation Charge (per linear foot of rack space)		\$1.95	\$0.00
- Grounding Charge (per linear foot of rack space)		\$0.18	\$0.00
- Safety & Security, per square foot		\$0.00	\$0.00
21.5 DC Power, Standard Power Arrangement - CO and RSM Arrangements (Caged Collocation)			
- Per 20 AMPS	SP1PT	\$104.96	None
- Per 40 AMPS	SP1QD	\$209.91	None
- Per 50 AMPS	SP1PS	\$262.39	None
- Per 100 AMPS	SP1QE	\$524.78	None
- Per 200 AMPS	SP1QF	\$1,049.57	None
- Per 400 AMPS	XXXXX	\$XX.XX	
Power Consumption Charges Cageless, Caged Common Arrangements			
- DC Plant, Per Amp		\$6.12	None
- AC Usage, Per Amp		\$2.12	None
Adjacent On-site Arrangements			
- DC Plant, Per Amp		\$5.19	None
- AC Usage, Per Amp		\$2.12	None
21.6 DC Power Panel (Maximum 50 AMP) (Optional)	SP1QP	\$13.03	\$850.00
21.7 DC Power Panel (100/200 AMP) (Optional)		\$8.12	\$1,793.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.8 DC Transmission Energy Charge			
- Standard CO Arrangement (Caged)			
- AC per DC Amp	SP1PU	\$2.03	None
- CEV, HUT and Cabinet Arrangement			
- Per 2" Mounting Space	SP1QK	\$1.75	None
- RSM CO Arrangement			
- AC per DC Amp	SP1QL	\$2.03	None
21.9 Eligible Structure Ground Cable Arrangement			
- per foot (For Caged)	SP1CR	\$0.02	\$1.00
- For Caged Common per Linear foot of rack space		\$0.18	\$0.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.10 Security Cards			
- Access Cards, per card, new and replacement	NRBZW	None	\$17.31
- ID Cards, per card, new and replacement	NRBZX	None	\$10.00
21.11 Timing Source Arrangement, - per timing circuit	SP1QT	\$4.70	\$215.00
21.12 Optional Standard Frame or Cabinet, each			
- Standard Frame		None	\$2,159.00
- Standard Cabinet		None	\$3,064.00
21.13 Interconnection Arrangement Options			
Caged Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	SP1QM	\$131.47	\$7,692.97
- LSP provides cable racks	SP1S7	\$129.07	\$7,576.42
Cageless, Caged Common Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	xxxxx	\$295.73	\$1,830.99
- LSP provides cable racks	xxxxx	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	xxxxx	\$295.14	\$2,341.45
- LSP provides cable racks	xxxxx	\$0.00	\$0.00
Adjacent Off-site Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	xxxxx	\$295.73	\$1,830.99
- LSP provides cable racks	xxxxx	\$0.00	\$0.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.13 Interconnection Arrangement Options (Cont'd)			
Caged Collocation			
- DS1 Arrangement(28 DS1s) - DSX			
- SWBT provides cable racks	SP1T3	\$10.79	\$1,834.44
- LSP provides cable racks	SP1T4	\$8.38	\$1,717.88
Cageless, Caged Common Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$14.51	\$1,830.99
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$13.91	\$2,341.45
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent Off-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$14.51	\$1,830.99
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
DS1 Arrangement (28 DS1s) (Adjacent Off-site)			
- Racking		\$0.61	None
DS1 Arrangement (Adjacent Off-site)			
- Connection to MDF (450 DS1s)		\$311.43	\$485.31
Regeneration (applicable to adjacent structures or at collocator request)			
-	XXXXXX	\$0.00	\$0.00
Augments			
- DS1 Arrangement (1 DS1) – DCS		\$10.33	\$0.00
- DS1 Arrangement (1 DS1) – DCS		\$1.73	\$0.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.13 Interconnection Arrangement Options (Cont'd)			
Caged Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	SP1T5	\$36.56	\$2,109.13
- LSP provides cable racks	SP1T6	\$34.16	\$1,992.57
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	XXXXXX	\$74.09	\$467.89
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	XXXXXX	\$73.49	\$598.33
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Caged Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	SP1QN	\$10.23	\$830.92
- LSP provides cable racks	SP1S8	\$7.83	\$714.37
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	XXXXXX	\$12.71	\$467.89
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	XXXXXX	\$12.11	\$598.33
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
- DS3 Arrangement (1 DS3)			
- Racking		\$0.61	\$None
- Regeneration (applicable to adjacent structures or at collocator request)	XXXXXX	\$0.00	\$0.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.13 Interconnection Arrangement Options (Cont'd)			
Copper Cable Interconnection Arrangement (100 pairs)			
- Caged Collocation			
- SWBT provides cable racks	SP1QQ	\$7.58	\$1,235.67
- LSP provides cable racks	SP1S9	\$5.18	\$1,119.11
- Cageless Collocation			
- SWBT provides cable racks	XXXXXX	\$6.42	\$899.93
- Caged Common Collocation			
- SWBT provides cable racks	XXXXXX	\$6.37	\$1,205.78
- Adjacent On-site Collocation			
- Copper Cable Arrangement (100 pairs)	XXXXXX	\$6.27	\$1,371.93
- Racking per Rack	XXXXXX	\$30.63	\$387.23
- Adjacent Off-site	XXXXXX	\$311.43	\$485.31
- Augments			
- Voice Grade (1 Pair)	XXXXXX	\$0.38	\$0.00
- Shielded Cable Arrangement (Optional)(100 shielded pairs)		\$12.76	\$2,817.00
21.14 Optical Circuit Arrangement (12 fiber pairs)			
- Caged Collocation (per Cable)	SP1QR	\$8.73	\$569.00
- Cageless Collocation (per Cable)	XXXXXX	\$8.23	\$2,933.42
- Caged Common Collocation (per Cable)	XXXXXX	\$8.23	\$3,377.87
- Adjacent On-site (per Cable)	XXXXXX	\$7.49	\$3,751.22
- Adjacent On-site Racking (per Cable)	XXXXXX	\$0.76	None
- Adjacent Off-site Collocation (per Cable)	XXXXXX	\$9.02	\$3,370.20
21.15 Timing Interconnection Arrangement (100 pairs)			
	SP1QS	\$0.85	\$160.00
21.16 Copper Cable Termination Arrangement, per arrangement			
-Copper Cable Arrangement (100 pairs) SP1CV		\$5.00	None

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.17 Power Arrangement			
Caged Collocation			
- Power Dedicated - 20 AMP	SP1QU	\$53.37	\$3,480.00
- Power Dedicated - 40 AMP	SP1QV	\$75.72	\$4,936.00
- Power Dedicated - 50 AMP	SP1QW	\$83.91	\$5,470.00
- Power Dedicated - 100 AMP	SP1QX	\$92.10	\$6,004.00
- Power Dedicated - 200 AMP	SP1QY	\$113.38	\$7,392.00
Cageless Collocation Power			
Delivery Charge			
- Per Cable Rack	XXXXXX	\$0.10	None
Caged Common Collocation Power			
Delivery Charge			
- Power Dedicated - 40 AMP	XXXXXX	None	\$219.84
- Power Dedicated - 100 AMP	XXXXXX	None	\$286.75
- Power Dedicated - 200 AMP	XXXXXX	None	\$373.74
Adjacent On-site Collocation			
Power Delivery Charge			
- Power - 200 AMPs Cables	XXXXXX	\$15.90	\$7,802.44
- Power - 400 AMPs Cables	XXXXXX	\$31.81	\$15,150.85
- Power - 600 AMPs Cables			
- Power - 800 AMPs Cables			
For Augments the Power Delivery Charge.			
- Power Dedicated - Up to 20 Amps		\$53.37	\$3,480.00
- Power Dedicated - 21 - 40 Amps		\$75.72	\$4,936.00
- Power Dedicated - 41 - 50 Amps		\$83.91	\$5,470.00
- Power Dedicated - 51 - 100 Amps		\$92.10	\$6,004.00
- Power Dedicated - 101 - 200 Amps		\$113.38	\$7,392.00
21.18 Conduit Space, per foot	SP1CA	\$0.0156	None

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.19 Entrance Fiber Charge, per cable sheath			
- Caged Collocation	SP1Q9	None	\$219.00
- Cageless	XXXXXX	\$13.76	\$1,116.22
- Caged Common	XXXXXX	\$2.11	\$1,116.22
- Adjacent On-site			
Per Cable	XXXXXX	\$0.58	\$1,213.28
- Racking Per Rack	XXXXXX	\$22.18	\$270.61
- Cable Entrance per Wall Opening	XXXXXX	None	\$774.88
21.20 Conduit for Fiber Optic Cable, per linear foot (For Caged Only)	SP1Q7	None	\$2.15
21.21 Innerduct, (Caged only) per foot for innerduct	SP1Q8	None	\$2.15
21.22 Miscellaneous Collocation Charges			
Cage wire partition removal, per linear foot		None	\$164.00
Cage-to-cage conduit placement, per linear foot			\$2.15
21.23 Rack Mounting Plate			
Space in cabinets			
- Large cabinet size	SP1QZ	\$7.20	None
- Medium cabinet size	SP1Q1	\$8.15	None
- Small cabinet size	SP1Q2	\$9.70	None
In Huts			
- Maxihut	SP1Q3	\$4.00	None
- Minihuts	SP1Q4	\$3.35	None
In CEVs			
- 24 foot	SP1Q5	\$5.40	None
- 16 foot	SP1Q6	\$7.20	None
21.24 Pre-visits			
- CPAT - 2nd Level per 15 minutes	NRB11	None	\$20.77
- Loop Electronics Coordinator - 1st Level per 15 minutes	NRB12	None	\$15.19
- Floor Space Planner - 1st Level per 15 minutes	NRB13	None	\$15.15
- Craft - Group 1 per 15 minutes	NRB14	None	\$12.45

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring</u>
21.25 Construction Inspections			
- Project Manager - 2nd Level per 15 minutes NRB15		None	\$21.71
- CPAT - 2nd Level per 15 minutes NRB16		None	\$20.77
21.26 Adjacent On-Site Structure Arrangements			
- Planning Charges			
- Initial (per request) XXXXX		None	\$6,125.65
- Subsequent, Cabling Only XXXXX		None	\$1,224.33
- Land Rental, per square foot		\$0.10	None
- Extension of 100 AMP AC Service from C.O. Switchboard (optional)		None	\$6,447.00
- AC Usage, per KWH		\$0.05	None
21.26.1 Adjacent Off-site Arrangement			
- Planning, Per request		None	\$1,904.51
21.27 Collocation Space Availability Report Charge			
- Report Fee, per Report and per Eligible Structure Requested		None	\$121.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.28 Collocation to Collocation Connection			
Physical to Physical			
- Fiber Cable (12 Fibers)			
- SWBT Provides Cable, Engineers and Installs		\$0.60	\$442.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
- Copper Cable (28 DS1s)			
- SWBT Provides Cable, Engineers and Installs		\$1.44	\$626.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
- Coax Cable (1 DS3)			
- SWBT Provides Cable, Engineers and Installs		\$1.14	\$562.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
Cageless to Cageless			
Cable Racking and Hole			
- For Optical, per cable	XXXXXX	\$0.25	None
- DS1 or DS3, per cable	XXXXXX	\$0.20	None
- Connection for DS1 (28 DS1s)	XXXXXX	None	\$721.30
- Connection for DS3 (1 DS3)	XXXXXX	None	\$184.32
- Connection for Optical (per Cable)	XXXXXX	None	\$1,155.59
- Physical to virtual	Same as Cageless to cageless		

ATTACHMENT 13 – APPENDIX: VIRTUAL COLLOCATION

The rates, rate elements, terms and conditions in this appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent tariffed rates, terms and conditions for collocation. The use of these rates, rate elements, terms, and conditions on this interim basis is solely for purposes of accommodating the need to establish an interim approach. Upon the effective date of the Commission's order approving SWBT's permanent collocation tariff, the rates, rate elements, terms and conditions of the tariff shall control and govern all requests for virtual collocation under this Agreement.

1.0 GENERAL DESCRIPTION

This Appendix provides for Virtual Collocation for the purpose of interconnecting to SWBT for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251 (c)(2), and for access to SWBT's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

Upon request from a collocator, SWBT will provide one of the following maintenance alternates for its virtual collocation offering:

1. In all of SWBT's premises SWBT will offer virtual collocation wherein SWBT maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Paragraphs 1.1 through 13.4 of this appendix section.
2. In CEVs, huts and cabinets where physical collocation space is not available, a Collocator may opt for virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Paragraph 14.0 following and consistent with the rates, terms and conditions as provided for throughout this entire appendix section. SWBT may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Paragraph 14.0, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SWBT may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 1.1 2. and in Paragraph 14.0 is null and void and all virtual collocation will be maintained as described in Paragraph 1. above.

Virtual Collocation in the Central Office is available for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access as well as SWBT-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with SWBT-provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with SWBT.

Unless otherwise specifically provided for in this appendix section, the provisions and rates of Section 25 FCC 73 Virtual Tariff will apply. SWBT will exercise physical control over any equipment deployed for the purposes of Virtual Collocation.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SWBT within SWBT's Central Offices is contained in 13.1. (Rate Elements for SWBT Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SWBT within SWBT's CEVs, Huts and Cabinets is contained in 13.2 (Rate Elements for SWBT CEVs, Huts and Cabinets).

1.1 Virtual Collocation for Interconnection to SWBT for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SWBT-Provided UNEs when the Equipment is Provided by the Collocator.

Virtual Collocation provides for interconnection between SWBT and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in SWBT Central Offices and for interconnection with SWBT-provided UNEs in SWBT Central Offices and CEVs, Huts and Cabinets.

Virtual Collocation is available at SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 and in SWBT CEVs, Huts and Cabinets. Upon request, SWBT will provide a listing of locations of SWBT CEVs, Huts or Cabinets.

The rate elements provided in this appendix section are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/SWBT Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and SWBT. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from the SWBT/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

- A. A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in 1.1 (B) below and the equipment conforming to industry safety standards as described in SWBT's Technical Publication.
- B. The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C.

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

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Eligible Structure in which the virtual collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this agreement.

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

- C. A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Agreement. If SWBT chooses to have its personnel present when the CLEC equipment is installed, then SWBT's presence will be at its own expense. However, if SWBT demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this agreement, the CLEC is responsible for the quantifiable expense incurred by SWBT.

1.2 Federal Telecommunications Act of 1996

SWBT provides virtual collocation for interconnection to SWBT for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251(c)(2), and for access to SWBT's unbundled network elements pursuant to 47 U.S.C. §251(c)(3).

The use of virtual collocation for (1) interconnection to SWBT or (2) access to SWBT's unbundled network elements, in either case pursuant to 47 U.S.C. §251(c), is available at SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4, and in SWBT CEVs, Huts and Cabinets.

2.0 PROVISIONING

Virtual collocation for Interconnection to SWBT or access to SWBT-provided UNEs is ordered as set forth in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri. SWBT will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of Collocators.

Virtual Collocation is available for the direct connection of one Collocator-provided facility to a different interconnected provided facility within the same SWBT wire center, CEV, Hut or Cabinet provided the Collocator is interconnected with SWBT's network.

SWBT will provide Virtual Collocation for comparable equipment as it provides to itself in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

3.0 COLLOCATOR RESPONSIBILITIES

The customer will provide, under this section of the agreement, at its expense, all facilities and equipment required to facilitate interconnection and access to SWBT UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements),
- All unique tools and test equipment,
- Any ancillary equipment and cabling used for remote monitoring and control,
- Any technical publications and updates associated with all Collocator-owned and provided equipment,
- All training as described in Section 13.1(P),

The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SWBT property. Suitable replacements are to be immediately provided to SWBT to restore equipment.

The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to the SWBT central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

4.0 COOPERATIVE RESPONSIBILITIES

SWBT will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator's fiber into the central office vault,
- Location and completion of all splicing,
- Completion of installation of equipment and facilities,
- Removal of above facilities and equipment,
- To the extent known, the Collocator can provide forecasted information to SWBT on anticipated additional Virtual Collocation requirements,
- To the extent known, the Collocator is encouraged to provide SWBT with a listing of the equipment types that they plan to virtually collocate in SWBT central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SWBT personnel are properly trained on Collocator equipment.

5.0 INTERVALS AND PROVISIONING

5.1 Quote Intervals

Upon receipt of the Collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the Collocator as to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) days of submission of the completed application.

In responding to an application request, SWBT shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) business days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) business days. After forty-five (45) business days, a new application and application fee are required.

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

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

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

5.2 Quote Intervals (Continued)

A Collocator may obtain a shorter interval for the return of price quotes for virtual collocation arrangements when submitting 6 or more applications if the Collocator files complete applications, including identification of specific rate elements and the applicable rates contained in this agreement, the exact quantity of the rate elements, and an up-front payment of the nonrecurring application fee from, paragraph 13.1 of this Agreement and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. The shortened intervals are:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1- 5	10 Business Days
6-21	20 Business Days

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

Once SWBT has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has 45 days to remit a signed confirmation form along with a check for 50% of all the applicable nonrecurring charges.

If the interconnector fails to respond within the 45-day interval, should the interconnector decide at a later time to proceed with virtual collocation, a new application and Application/Project Management fee will be required.

5.3 Implementation intervals

A virtual collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will allow the Collocator's vendor to begin equipment installation no later than 90 days from acceptance of the quotation. The virtual collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the virtual collocation area.

The construction intervals for virtual collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of 50 amps, either in a single or in multiple feeds of 50 amps (maximum 50 amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds 50 amps from a single source (e.g., 100 amps) per feed, the construction interval is 90 days. These same construction intervals apply for virtual collocation in Eligible Structures such as CEVs (Vaults), Huts and Cabinets.

When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Type	Description	Interval	Exception
Virtual	Active collocation space	70 days	With SWBT installation of bays/racks
Virtual	Active collocation space	55 days	With CLEC installation of bays/racks

Table 2-1

Virtual collocation space is not reserved until the quotation is accepted. When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of Active Collocation Space requests for virtual collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The virtual collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for virtual collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Missouri Public Service Commission for determination.

5.3 Installation of Virtual Collocation Equipment

SWBT does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

SWBT will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the CLEC and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

The Collocator and SWBT must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, SWBT will cooperatively test the collocated equipment and facilities with the Collocator.

5.4 Revisions

All Revisions to an initial request for a virtual collocation arrangement submitted by the Collocator must be in writing via a new application form.

Major Revisions:

Major revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

Minor Revisions

Minor revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

However, minor revisions will not require that a new interval be established. No additional application fees shall be applicable if the revision is minor.

This list is not all-inclusive. Any revisions to the Collocators application not specified above must be reviewed by SWBT to determine whether the revision is major or minor.

5.5 Augments

In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SWBT Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

SWBT will work cooperatively with Collocators to negotiate mutually agreeable implementation intervals for augments.

6.0 EQUIPMENT PROVISIONING

The Collocator will arrange to deliver to the SWBT central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

SWBT does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

7.0 REPAIR OF EQUIPMENT

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, SWBT may perform necessary repairs without prior notification. The labor rates specified in Section 13.3(Q) that apply to SWBT central offices and Section 13.4(F) that apply to SWBT CEVs, Huts and Cabinets are applicable for all repairs performed by SWBT on the Collocator's facilities and equipment.

When initiating repair requests on Collocator owned equipment, the Collocator must provide SWBT with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SWBT will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

8.0 MAINTENANCE OF EQUIPMENT

The Collocator will request any and all maintenance by SWBT on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SWBT with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SWBT will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

9.0 ALARM COLLECTION

The Collocator has the ability to purchase its own remote monitoring and alarming equipment. If the Collocator prefers SWBT to perform this function, it may elect to

provision this arrangement under Section 25.5.1(A) of the FCC 73 Access Service Tariff. If the Collocator purchases this equipment, it must be identical to equipment specified in Section 25.5.1 of the FCC 73 Access Service Tariff.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SWBT will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

10.0 TERMINATION OF VIRTUAL COLLOCATION

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SWBT to remove the Collocator's equipment and facilities from SWBT property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SWBT is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within 30 business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. SWBT shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SWBT will only be responsible for damage done to such equipment caused by gross negligence on the part of SWBT or its contractors during the removal process. However, Collocators will indemnify and hold SWBT harmless for any damage done to virtually collocated equipment if SWBT permits the Collocator to hire a SWBT approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SWBT and stored in a non-SWBT location, at the expense of the Collocator.

Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, SWBT may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SWBT and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SWBT instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

11.0 REVISIONS

Any revision to SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri, or its Technical Publication TP 76300MP, shall become effective and thereafter applicable under this agreement forty five (45) business days after such revision is released by SWBT except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objections, SWBT and the Collocator shall attempt to

negotiate a resolution, either party may request resolution by the Missouri Public Service Commission. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Missouri Public Service Commission.

12.0 DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS

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

13.0 RATE REGULATIONS

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SWBT and for Access to SWBT provided UNEs when the Collocator provides the equipment.

The interim rates and rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates and rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, rate elements, terms and conditions for Virtual Collocation. The interim rates and rate elements set forth below are subject to true up to the permanent Virtual Collocation rates and rate elements established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case.

Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Virtual Collocation rates and rate elements. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Virtual Collocation rates and rate elements, but shall not include any period prior to the effective date of this agreement with CLEC.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to SWBT and for Access to SWBT provided UNEs. These are non-recurring charges and monthly recurring rates.

Rates and charges specific to Virtual Collocation for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access, and for access to SWBT provided UNEs in SWBT Central Offices are set forth in 13.3 (Rates and Charges for SWBT Central Offices). Rates and charges specific to Virtual Collocation for access to SWBT provided UNEs in SWBT CEVs, Huts and Cabinets are set forth in 13.4 (Rates and Charges for SWBT CEVs, Huts and Cabinets).

13.1 Rate Elements for SWBT Central Offices

Consistent with provisions in Section 1.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access, and for access to SWBT provided UNEs to be used in conjunction with virtual collocation in SWBT Central Offices.

Charges applicable to virtual collocation other than those listed below are listed in Section 25 of the FCC 73 Access Service Tariff (Expanded Interconnection).

A. Planning

1. Application Fee

The application fee recovers SWBT costs incurred to estimate the quotation of charges for the Collocator's request for a virtual collocation arrangement. The application fee also provides for SWBT personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The application fee is applied on an initial and subsequent basis.

The initial charge will apply to the Collocator's request for a virtual collocation arrangement or the addition of cable. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(1).

2. Project Management Fee

Upon acceptance of the SWBT estimate by the Collocator, this sub-element provides for project management costs incurred by SWBT expressed as a non-recurring charge. These include SWBT engineering which is the detail engineering changes for SWBT engineers to prepare the Central Office for Virtual Collocation. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment.

Charges for this sub-element are specified in 13.3(A)(2).

B. Floor Space

This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SWBT central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(B). In those cases where an individual relay rack and its associated floor space are shared by SWBT and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

C. Relay Rack

This sub-element provides the "occupancy" cost per rack associated with using relay rack space in SWBT's central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(C). In those cases where an individual relay rack and its associated floor space are shared by SWBT and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

D. Entrance Fiber

This sub-element provides for SWBT pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Collocator/SWBT Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Agreement).

This rate element is composed of the following sub-elements:

1. Cable Vault Splice

This rate element provides for the splicing of the Collocator-provided fiber optic cable into a riser tail in SWBT's wire center cable vault. This rate element is expressed as a non-recurring charge and is specified in 13.3(D)(1).

2. Entrance Fiber Cable

This sub-element provides for SWBT-designated personnel to pull the Collocator-provided fiber optic cable into SWBT's wire center cable vault and includes any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault as well as the ongoing maintenance and administrative efforts required to operate the fiber optic cable as designated by the Collocator's request for Virtual Collocation. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(2).

3. Splice Case

This sub-element provides for the splice case that covers and protects the fiber optic splices joining the Collocator-provided fiber optic cable to the riser tail fiber termination shelf assembly. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(3).

4. Riser Tail

This sub-element provides for the riser tail fiber termination shelf assembly and its termination on a fiber distribution frame. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(4).

E. Power Arrangement

This sub-element is the cable, cable rack and a standard relay rack mounted fuse panel including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate. The standard relay rack mounted fuse panel consists of a panel equivalent to a Telect model 009-0014-1001. This panel is configured at negative 48 volts, is dual feed rated at 50 AMPS per feed, and has 10 GMT fuses per load. If required, more than one power panel may be provisioned on a single relay rack. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, SWBT will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified in 13.3(E).

F. Power Consumption

1. D.C. Power Per AMP

The DC power charge consists of use of the DC power system, with AC input and AC backup for up to a 50 AMP (redundant) feeder power circuit expressed as a monthly rate. Charges for this sub-element are specified in 13.3(F)(1).

2. D.C. Transmission Energy Charge

This sub-element provides for the monthly rate for AC Power Usage to provide redundant D.C. power to the virtually collocated equipment. Charges for this sub-element are specified in 13.3(F)(2).

3. Ground Cable Arrangement

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment expressed as a combination of a non-recurring charge and a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this sub-element are specified in 13.3(F)(3).

G. Voice Grade Interconnection Arrangement

This sub-element provides for the cost associated with providing 100 voice grade pairs between the SWBT Distributing Frame and the virtually collocated equipment expressed as

a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(G).

H. DS-1 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SWBT DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(H). This includes the DS1-Port connecting to the virtual collocation arrangement.

I. DS-1 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SWBT's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(I).

J. DS-3 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing one DS-3 circuit between SWBT's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(J).

K. DS-3 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing one DS-3 circuit between SWBT's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(K).

L. Fiber Interconnection Arrangement

This sub-element provides for the cost associated with providing 12 fibers between SWBT's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(L).

M. Collocation to Collocation Connection

This rate element includes virtual to virtual and virtual to physical connection options.

1. Fiber Cable

This sub-element provides for direct cabling using fiber cable (12 fibers) between two collocation arrangements at an Eligible Structure. This sub-element is expressed

as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(1).

2. Copper Cable (28 DS1s)

This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3.(M)(2).

3. Coax Cable (1 DS3)

This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(3).

4. Cable Racking and Hole

This sub-element provides for cable rack space for copper and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specific in 13.3(M)(4).

N. Timing Source Arrangement

A single signal from the SWBT timing source to provide synchronization between a Collocator's single network element and SWBT's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator, are specified in 13.3(N).

O. Nondesignated Conversion Arrangement

This rate element provides the capability of converting an interconnection cross connect to the next level of capacity expressed as a combination of a non-recurring charge and a monthly rate. This rate element is provided only in the same central office as the interconnection cross connect. Three types of nondesignated conversion arrangements are available as described in (1) through (3) following. Charges for this sub-element are specified in 13.3(O). Should a Collocators interconnection agreement contain rates addressing this functionality (as a UNE or a portion of a UNE), the Collocators may opt for the rates contained in the interconnection agreement in lieu of the charges specified in 13.3(O).

1. DS3 to DS1

Provides an arrangement that converts a DS3 interconnection cross connect to 28 DS1 channels.

2. DS1 to Voice Grade

Provides an arrangement that converts a DS1 interconnection cross connect to 24 voice grade channels.

3. DS1 to DS0

Provides an arrangement that converts a DS1 interconnection cross connect to 23 64.0 kbps channels.

P. Training

SWBT is responsible for determining when training is necessary and how many SWBT employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for virtual collocation. SWBT will be limited to request training for four (4) SWBT personnel per location, unless a different number is mutually agreed upon by SWBT and Collocator.

The Collocator may have SWBT arrange for the required training of SWBT personnel. The non-recurring charges applicable for training are listed in Section 13.3(P) (Rates and Charges).

If the Collocator does not have SWBT coordinate the required training, the Collocator may assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

1. arrange and pay to the supplier all costs for training sessions, including course material, and
2. arrange and pay to each individual supplier all costs associated with lodging and other than local transportation, such as airfare, required for SWBT employee training.

SWBT will work cooperatively with the Collocator to schedule SWBT personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge as specified in 25.5.7 FCC 73 Access Service Tariff (Rates and Charges) for SWBT personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable

SWBT contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in 13.3(P)(Training) will be assessed to the Collocator.

Q. Maintenance and Repair Labor Rates

1. Maintenance of Equipment

This rate element is a labor rate charged by SWBT to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified in 13.3(Q).

2. Repair of Equipment

This rate element is a labor rate charged by SWBT to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified in 13.3(Q).

13.2 Rate Elements for SWBT CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to SWBT provided UNEs in SWBT CEVs, Huts and Cabinets. Charges applicable to virtual collocation in these structures other than those specified below are listed in Section 25 of the FCC 73 Access Service Tariff.

A. Entrance Cable Fiber/Copper

This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the eligible structure, routing, securing and preparing the end for splicing or termination. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(A).

B. Fiber Splice and Termination

This sub-element provides for joining and terminating the fiber conductors specified by the Collocator to provide an appearance on a fiber termination unit. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(B).

C. Copper Pair Splice and Termination

This sub-element provides for joining and terminating copper conductor pairs specified by the Collocator to provide an appearance on a copper termination unit. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(C).

D. Fiber Termination Unit

This sub-element provides the physical hardwired unit (4 to 24 fibers) which provides the Collocator's fiber cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(D).

E. Copper Termination Unit

This sub-element provides the physical hardwired unit (100 pair each) which provides the Collocator's copper cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(E).

F. Maintenance and Repair Labor Rates

1. Maintenance of Equipment

This rate element is the labor rate charged by SWBT to the Collocator for ongoing maintenance of the Collocator's equipment. This ongoing maintenance is required to insure that the collocated equipment is kept in proper operating condition. It is envisioned that any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(F).

2. Repair of Equipment

This rate element is the labor rate charged by SWBT to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(F).

G. Interconnection Cross Connect

This rate element provides a cross connect for interconnecting a SWBT-provided service to an interconnection arrangement. The interconnection cross connects are for 2-wire and 4-wire Copper Terminations and Fiber Terminations. Charges for these sub-elements are specified in 13.4(G).

H. Application Fee

The application fee provides for SWBT personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified in 13.4(H).

13.3	Rates and Charges	<u>USOCs</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
	Central Offices			
A.	Planning			
1.	Application Fee			
	- Initial		\$00.00	\$989.10
	- Subsequent		00.00	614.65
2.	Project Management Fee			
	- Initial		00.00	4,506.70
	- Subsequent		00.00	1,000.00
B.	Floor Space (Per Bay Framework)		\$17.71	00.00
C.	Relay Rack (Per Rack)		17.72	00.00
D.	Entrance Fiber			
1.	Cable Vault Splice (Per Fiber Spliced)		00.00	14.55
2.	Entrance Fiber Cable (Per Cable)		12.73	694.65
3.	Splice Case (Per Splice Case/12 fibers)		.80	173.72
4.	Riser Tail (Per 12 fibers)		9.07	1,596.15

E.	Power Arrangement	25.00	00.00
F.	Power Consumption		
1.	DC Power Per AMP	5.25	00.00
2.	DC Transmission Energy Charge (Per AMP)	2.03	00.00
3.	Ground Cable Arrangement (Per Foot)	.02	1.00
G.	Voice Grade Interconnection Arrangement (Per 100 Pairs)	7.58	1,235.67
H.	DS1 Interconnection Arrangement to DCS (Per 28 DS1s)	131.47	7,692.97
I.	DS1 Interconnection Arrangement to DSX (Per 28 DS1s)	\$10.79	\$1,834.44
J.	DS3 Interconnection Arrangement to DCS (Per DS3)	36.56	2,109.13
K.	DS3 Interconnection Arrangement to DSX (Per DS3)	10.23	830.92
L.	Fiber Interconnection Arrangement (12 Fiber Pairs)	8.73	569.00
M.	Collocation to Collocation Connection		
	Virtual to Virtual		
1.	Fiber Cable (12 Fibers)		
-	SWBT Provides Cable, Engineers and Installs	.60	442.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00

-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00
2.	Copper Cable (28 DS1s)		
-	SWBT Provides Cable, Engineers and Installs	1.44	626.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00
3.	Coax Cable (1 DS3)		
-	SWBT Provides Cable, Engineers and Installs	\$1.14	\$562.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00

Virtual to Physical

4.	Cable Racking and Hole		
-	For Optical, per cable	.25	None
-	DS1 or DS3, per cable	.20	None
-	Connection for DS1 (28 DS1s)	None	721.30
-	Connection for DS3 (1 DS3)	None	184.32
-	Connection for Optical (per cable)	None	1,155.59
N.	Timing Source Arrangement	4.70	215.00
O.	Nondesignated Conversion Arrangement		
1.	DS3 to DS1	481.13	
-	First		1,125.35
-	Additional		658.25
O.	Nondesignated Conversion Arrangement (cont.)		
2.	DS1 to Voice Grade	139.28	
-	First		220.50
-	Additional		132.75

3.	DS1 to DS0	139.28	
-	First		220.50
-	Additional		132.75
P.	Training		
1.	Training Course and Materials (Per Day Per Employee)	\$00.00	\$440.00
2.	Lodging (Per Day Per Employee)	00.00	117.80
3.	Intercity Transportation (Per Employee)	00.00	679.35
4.	Local Transportation (Per Odometer Mile Per Employee)	00.00	.50
5.	Per Diem (Per Employee)	00.00	44.00
6.	Airport Parking (Per Day, Per Employee)	00.00	7.00
Q.	Maintenance and Repair Rates		
1.	NOC Trouble Ticket, Each 1/4 hour	00.00	12.45
2.	Regular Hours-Manned Office Each 1/2 hour	00.00	24.90
-	Each Additional 1/2 hour	00.00	24.90
3.	After Hours Callout 4 Hour Minimum	00.00	199.20
-	Each Additional 1/2 hour	00.00	24.90
4.	Non-Staffed Office Any Time 4 Hour Minimum	00.00	199.20
-	Each Additional 1/2 hour	00.00	24.90
	CEVs, Huts and Cabinets		
A.	Entrance Cable Fiber/Copper (per cable)	\$00.00	\$690.00

B.	Fiber Splice Termination (per fiber)	00.00	14.55
C.	Copper Pair Splice/Termination (Per Copper Pair)	00.00	10.05
D.	Fiber Termination Unit (Per each 4 to 24 Fibers)	9.98	1,915.00
E.	Copper Termination Unit (Per each 1-100 pair)	2.56	492.00
F.	Maintenance and Repair Rates		
1.	NOC Trouble Ticket, - Each 1/4 hour	00.00	12.45
2.	Four Hour Minimum	00.00	199.20
3.	Each Additional 1/2 hour	00.00	24.90
G.	Interconnection Cross Connect (Per Cross Connect)		
1.	Copper 2-wire		
-	Initial	00.00	239.83
-	Additional	00.00	102.19
2.	Copper 4-wire		
-	Initial	00.00	240.84
-	Additional	00.00	103.21
3.	Fiber - Per Fiber		
-	Initial	.80	333.46
-	Additional	.80	159.54
H.	Application Fee	00.00	258.86

14.0 ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

For purposes of virtually collocating equipment, SWBT shall determine which eligible structures require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SWBT and other Collocators. Provided that SWBT is not required to make this determination prior to an executed agreement to virtually collocate in an eligible structure.

After Collocator has been provided with written notification by SWBT that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocators may not enter an eligible structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, SWBT shall immediately make available to Collocators those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SWBT shall not prevent the Collocator from entering the eligible structure. If SWBT does not immediately make the requested documents available to a Collocator and the Collocator enters the eligible structure, SWBT shall deliver the requested documents to Collocator immediately upon locating same.

SWBT will provide a security escort with the Collocator paying the expense for the escort.

In areas defined in SWBT's local exchange tariff as rate groups 6, 7 and 8, SWBT will provide the security escort within one (1) hour of notification by the Collocator. In areas defined in SWBT's local exchange tariff as rate groups 1, 2, 3, 4 and 5, SWBT will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that SWBT may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 14.0 and in Paragraph 1.1 2. is null and void, and all virtual collocation will be maintained by SWBT as described in Paragraph 1.1, 1.

Prior to entering an eligible structure that requires drawings, schematics, or other engineering documents, Collocators must provide SWBT with reasonable notice of the entry. Notice will be provided to SWBT's Local Operations Center, which will be available to receive notice 24 hours a day, 7 days a week. Collocators providing notice to SWBT's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the eligible structure.

The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and

will be required to be knowledgeable of SWBT security standards. Disciplinary procedures shall be established in accordance with Section 26.15.3 to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SWBT or other Collocators in jeopardy.

SWBT may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

The Commission will permit SWBT to recover the cost of such security devices from the Collocators in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT equipment suppliers with equivalent access.

Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this appendix and interconnection agreements.

15.0 OBLIGATIONS OF THE COLLOCATOR

15.1 Indemnification of SWBT

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

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

or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

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

15.2 Insurance

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

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

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

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency.

If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain insurance on behalf of the

Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

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

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

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

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

15.3 Conduct While in SWBT Eligible Structures

Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:

- a. Theft or destruction of SWBT's or Collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
- c. Threats or violent acts against other persons on SWBT property;
- d. Knowing violations of any local, state or federal law on SWBT property;
- e. Permitting unauthorized persons access to SWBT or Collocator's equipment on SWBT property; and
- f. Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the Collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in

SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

16.0 COOPERATIVE RESPONSIBILITIES

16.1 Qualification of Collocators

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require Collocators to receive security training from SWBT, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri.

17.0 RATE REGULATIONS

The interim rates and rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates and rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, rate elements, terms and conditions for Virtual Collocation. The interim rates and rate elements set forth below are subject to true up to the permanent Virtual Collocation rates and rate elements established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case.

Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Virtual Collocation rates and rate elements. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Virtual Collocation rates and rate elements, but shall not include any period prior to the effective date of this agreement with CLEC.

The rate regulations, rate element descriptions and rates and charges included in 13.0 preceding apply to this virtual collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

17.1 Rate Elements for SWBT Offices

- A. This security escort charge consists of the charges for SWBT-provided security escorts for Collocator Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ½ hour basis and are dependent upon day of week and time of day. For purposes of this agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is

contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified in 17.3(A) following.

B. Safety and Security

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the used space of the Central Office. This charge is expressed as a recurring rate on a per square foot basis as specified in 17.3 (B) following and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets and network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SWBT elects to erect an interior security partition in a given Central Office to separate its equipment, the lesser of the costs of the partition or a security camera system for such Central Office shall be applicable. In no event shall a Collocator be required to pay for both an interior security partition to separate SWBT's equipment in a Central Office and a security camera system for such Central Office.

17.2 Rate Elements for SWBT CEVs, Huts and Cabinets

A. Security Escorts

The security escort charge consists of the charges for SWBT-provided security escorts for Collocator Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call out charge. Rates and charges are as found in 17.4(A).

17.3 Rates and Charges	<u>USOCs</u>	<u>Rate per Month</u>	<u>Nonrecurring Charge</u>
Central Offices			
A. Security Escorts, per visit			
1. Staffed Building			
- Access during normal business hours			
- Each 1/2 hour		\$00.00	\$24.90
- Each additional 1/2 hour		00.00	24.90
- Access outside normal business hours			
- 4 hour minimum		00.00	199.20
- Each additional 1/2 hour		00.00	24.90
2. Unstaffed Building, Anytime			
- 4 hour minimum		00.00	199.20
- Each additional 1/2 hour		00.00	24.90
B. Safety and Security (Per square foot)		00.00	00.00

17.4 Rates and Charges

CEVs, Huts and Cabinets

A. Security Escorts, per visit			
- 4 hour minimum		00.00	199.20
- Each additional 1/2 hour		00.00	24.90