

**ATTACHMENT 3**

**SERVICE DESCRIPTION: ANCILLARY FUNCTIONS**

**TABLE OF CONTENTS**

**Section**

**Page**

SERVICE DESCRIPTION: ANCILLARY FUNCTIONS	1
1. Introduction	1
2. Collocation	1
3. Poles, Ducts, Conduits, Rights of Way (ROW)	7
4. Unused Transmission Media	16



## SERVICE DESCRIPTION: ANCILLARY FUNCTIONS

### I. Introduction

This Attachment sets forth the descriptions and requirements for Ancillary Functions that GTE agrees to offer to AT&T under this Agreement.

### I. Collocation

**Definition:** Collocation is the right of AT&T to obtain dedicated space in GTE's Local Serving Office (LSO) or other GTE locations and to equipment in such spaces to interconnect with the GTE network. Collocation also includes GTE providing resources necessary for the operation and economical use of collocated equipment.

### A. Technical Requirements

1. GTE shall provide space, as required by 47 CFR § 51.323 and as requested by AT&T, to meet AT&T's needs for placement of equipment, interconnection, or provision of services.
2. GTE shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of service.
3. Other than reasonable security restrictions, where AT&T's collocated space is located in space that is partitioned separately from GTE facilities, GTE shall place no restriction on access to the AT&T collocated space by AT&T's employees and designated agents. Such space shall be available to AT&T designated agents twenty-four (24) hours per day each day of the week. Where AT&T's collocated space is located in space that is not partitioned separately from GTE's facilities, GTE shall provide AT&T designated personnel escort service to and from AT&T's collocated space. Such escort service shall be available twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those GTE places on their own personnel.
4. Except for large switching equipment with the full complement of modules (i.e., a 5ESS switch with the full complement of administrative, control and switching modules), AT&T may collocate the amount and type of equipment it deems necessary in its collocated space (e.g., AT&T utilizing its SONET

termination equipment in the collocated space to provide a hub for OC3/OC48 rings) including, but not limited to, remote switching units.

5. GTE shall allow the efficient interconnection of AT&T to other carriers who have collocated space within GTE's facility (e.g., GTE shall not require AT&T to interconnect with other carriers outside of GTE's facilities).
6. AT&T may select its own vendors for all required engineering and installation services associated with its collocated equipment subject to GTE's reasonable restrictions on third party vendors that GTE has decertified with good cause. GTE shall maintain and provide AT&T with a list of all such decertified vendors. Notwithstanding GTE decertification of a third party vendor, AT&T may use such vendor for work associated with its collocated equipment if such vendor is the only third party vendor reasonably available to AT&T to perform such work. In no event shall GTE require AT&T to utilize GTE's internal engineering or installation work forces for the engineering and installation of AT&T's collocated equipment.
7. GTE shall provide basic telephone service with a connection jack as requested by AT&T from GTE for the collocated space. Upon AT&T's request, this service shall be available at the AT&T collocated space on the day that the space is turned over to AT&T by GTE.
8. GTE shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards which AT&T may designate.
9. When required by federal or state labor laws or by the relevant collective bargaining agreement, GTE shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for AT&T personnel and its designated agents.
10. GTE shall provide all ingress and egress of fiber and power cabling to AT&T collocated spaces in compliance with AT&T's cable diversity standards. The specific level of diversity required for each site or Network Element will be provided in the collocation request.

11. GTE shall ensure protection of AT&T's proprietary customer information. Any collocation arrangement shall include provisions for GTE protecting AT&T's proprietary information.
  12. GTE shall participate in and adhere to negotiated service guarantees, DMOQs, and ISO reviews.
- 
1. GTE will provide answers to AT&T's Environmental, Health & Safety Questionnaire at the first contact meeting for each collocated space in each building in which collocated space is provided.
  2. GTE shall provide AT&T with written notice five (5) business prior to those instances where GTE or its subcontractors may be performing work in the general area of the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment that is, or potentially may be, service affecting. GTE will inform AT&T by telephone of any emergency related activity that GTE or its subcontractors may be performing in the general area of the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that AT&T can take any action required to monitor or protect its service.
  3. GTE shall construct the collocated space in compliance with AT&T's collocation request for cable holes, ground bars, doors, and convenience outlets.
  4. AT&T and GTE will complete an acceptance walk through of all collocated space requested from GTE. Exceptions that are noted during this acceptance walk through shall be corrected by GTE within five (5) days after the walk through. The correction of these exceptions from the original collocation request shall be at GTE's expense.
  5. GTE shall provide Telephone Equipment detailed drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for GTE Point of Termination Bay(s) to AT&T within thirty (30) days of AT&T's request for collocated space.

6. GTE shall provide Telephone Equipment detailed drawings depicting the exact path, with dimensions, for AT&T Outside Plant Fiber ingress and egress into AT&T collocated space within thirty (30) days of AT&T's request for collocated space. Such path and any areas around it in which AT&T must work to perform installation shall be free of friable asbestos, lead paint (unless encapsulated), radon and other health or safety hazards.
7. GTE shall provide detailed power cabling connectivity information including the sizes and number of power feeders to AT&T within ten (10) days of the acceptance of AT&T's request for collocated space.
8. GTE shall provide positive confirmation to AT&T when construction of AT&T collocated space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.
9. In case of anticipated delays in the negotiated completion and turnover dates, AT&T may hire outside contractors' to do the work at AT&T's expense. The contractor's hired by AT&T shall meet GTE's reasonable standards.
10. GTE shall provide the following information to AT&T within five (5) business days of receipt of a written request from AT&T:
  - a) Work restriction guidelines.
  - b) GTE or Industry technical publication guidelines that impact the design of GTE collocated equipment.
  - c) GTE contacts (names and telephone numbers) for the following areas:
    - Engineering
      - Physical & Logical Security
      - Provisioning
      - Billing
      - Operations
      - Site and Building Managers
      - Environmental and Safety
- a) Escalation process for GTE representatives (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to AT&T's collocation.
1. Power as referenced in this Attachment 3 refers to any electrical power source supplied by GTE for AT&T equipment. It includes all superstructure,

infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. GTE will supply power to support AT&T equipment at equipment specific DC and AC voltages. At a minimum, GTE shall supply power to AT&T at parity with that provided by GTE to itself or to any third party. If GTE performance, availability, or restoration falls below industry standards, GTE shall bring itself into compliance with such industry standards as soon as technologically feasible.

- a) Central office power supplied by GTE into the AT&T equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of AT&T equipment. The termination location shall be as requested by AT&T.
- b) GTE shall provide power as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of service.
- c) GTE power equipment supporting AT&T's equipment shall:
  - (1) Comply with applicable industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout;
  - (2) Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for AT&T equipment, or, at minimum, at parity with that provided for similar GTE equipment;
  - (3) Provide, upon AT&T's request, real-time alarms that shall be set to alert GTE of any performance, environmental or other factors that impact, or potentially may impact, AT&T traffic. GTE shall immediately notify AT&T if an alarm condition exists with respect to such monitoring or if backup power has been engaged for any power supporting AT&T's equipment;
  - (4) Provide central office ground, connected to a ground electrode located within the AT&T collocated space, at a level above the top of AT&T equipment plus or minus 2 feet to the left or right of AT&T's final request; and
  - (5) Provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment in accordance with AT&T's collocation request.
  - (6) GTE shall, within ten (10) days of AT&T's request:

- (a) Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of AT&T (this includes, but is not limited to, power supplies, and cage construction);
- (b) Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing AT&T services;
- (c) Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;
- (d) Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;
- (e) Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- (7) GTE will provide AT&T with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to AT&T equipment located in the GTE facility. GTE shall provide AT&T immediate notification by telephone of any emergency power activity that would impact AT&T equipment.
- A. Technical References - GTE shall provide collocation in accordance with the following standards:
  - 1. Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.
  - 2. National Electrical Code (NEC) use latest issue.
  - 3. TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Bellcore, January 1989).
  - 4. TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.



5. TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1, (Bellcore, May 1985).
6. TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).
7. TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Bellcore, January 1992).
8. TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Bellcore, July 1992).
9. TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Bellcore, December 1991).
10. TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.
11. Underwriters' Laboratories Standard, UL 94.

I. **Poles, Ducts, Conduits, Rights of Way (ROW)**

A. **Definitions**

1. An "Attachment" is any placement of AT&T's facilities in or on GTE's poles, ducts, conduits, or rights of way.
2. A "conduit" is a tube or protected trough that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.
3. A "duct" is a single enclosed path to house facilities to provide telecommunications services.
4. The terms "facility" and "facilities" refers to any property, equipment, or items owned or controlled by any person or entity. The terms "facility" and "facilities" include, but are not limited to, poles, anchors, pole hardware, wires, cables, strands, apparatus enclosures, or any other items attached to a pole or attached to hardware affixed to or associated with a pole; conduit and conduit systems and wires, cables, optical conductors, associated hardware, or other

equipment located within a conduit systems. The terms "facility" and "facilities" may also include property, equipment, and items which do not occupy a conduit system or which are not attached to a pole or attached to hardware affixed to or associated with a pole.

5. An "inner duct" is one of the single enclosed pathways located within a duct, or buried separately without the benefit of conduit.
6. The term "make ready work" refers to all work performed or to be performed to prepare GTE's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of AT&T's facilities. "Make ready work" includes, but is not limited to, clearing obstructions, the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate AT&T's facilities and not to meet GTE's business needs or convenience. "Make ready work" may include the repair, enlargement, or modification of GTE's facilities (including, but limited to, conduits, ducts, or manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of AT&T's facilities.
7. A "manhole" is a subsurface enclosure that personnel may enter and use for the purpose of installing, operating, maintaining and repairing communications facilities.
8. A "pole attachment" is the connection of a facility to a utility pole. Some examples of such facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
9. A "Right of Way" ("ROW") is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

**B. General Duties**

1. GTE shall make poles, ducts, conduits, and ROWs available to AT&T for Attachments under the terms and conditions set forth in this Section 3.
2. GTE shall provide AT&T equal and non-discriminatory access to pole space, ducts, conduit, and ROWs, on terms and conditions equal to that provided by

GTE to itself or to any other party. Further, GTE shall not preclude or delay allocation of these facilities to AT&T because of the potential needs of itself or of other parties.

3. For those ancillary pathways to the customer, such as entrance facilities, cable vaults, telephone closets, equipment rooms, risers, and other similar passageways, that GTE controls access to and where spare capacity exists, GTE will provide access to those facilities to AT&T on a nondiscriminatory basis. GTE will exercise its rights as controller of those facilities on AT&T's behalf when negotiating with landowners. GTE will not enter into any agreements with owners that restrict the ability of the owner to reach similar agreements with AT&T.
4. GTE shall provide to AT&T a Regional Single Point of Contact to resolve issues that arise in the implementation of this Agreement.

**C. Pre-Ordering Disclosure Requirements**

1. AT&T may request information regarding the availability and conditions of poles, ducts, conduits, and ROWs prior to the submission of Attachment Requests. GTE shall provide information regarding the availability and condition of GTE's poles, ducts, conduits, or ROWs for Attachments within thirty (30) business days. If it is unable to inform AT&T about availability and conditions within the thirty-day interval, GTE shall advise AT&T within ten (10) days after receipt of AT&T's information request and will seek a mutually satisfactory time period for GTE's response. If GTE's response requires a field-based survey, AT&T shall have the option to be present at the field-based survey and GTE shall provide AT&T at least twenty-four (24) hours notice prior to the start of such field survey. During and after this period, GTE shall allow AT&T personnel to enter manholes and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.
2. GTE shall make available to AT&T for inspection marked street maps or as-built drawings showing existing poles, conduit or other ROW at GTE's area engineering offices, upon reasonable advance notification. If the parties can ascertain the availability of a specific point-to-point route at the time of viewing, GTE will make the maps and pole prints available for copying. In making these maps and prints available, GTE makes no express or implied warranty as to the accuracy of these maps and prints, other than to represent that they are the maps and prints GTE uses in its day-to-day operations. GTE reserves the right to deny subsequent requests to see previously viewed maps and

prints if AT&T does not have a good faith intention to submit an Attachment Request relating to the areas described.

3. AT&T shall pay GTE a reasonable administrative fee to cover the direct cost of providing conduit maps and prints.

**A. Attachment Requests**

1. GTE agrees to permit AT&T to place AT&T's facilities on or in GTE's poles, ducts, conduits, and ROWs pursuant to Attachment Requests from AT&T approved in accordance with Section 3.3 of this Attachment 3 of the Agreement, on the terms and conditions set forth herein.

1. At any time after execution of this Agreement, AT&T may submit a written Attachment Request to GTE [as set forth in Appendix A (to be supplied by GTE.), attached to this Agreement]. An Attachment Request shall be deemed properly submitted if it identifies with specificity the GTE poles, ducts, conduits, or ROWs for which AT&T seeks Attachments. GTE shall approve any properly submitted Attachment Request within thirty (30) business days, if the space has previously been determined to be available. No Attachments shall be placed on any GTE pole identified in a Attachment Request until that Attachment Request has been approved by GTE. AT&T may submit subsequent Attachment Requests as needed.

2. Together with GTE's notice of approval of an Attachment Request submitted by AT&T, GTE shall also provide an estimate of the make ready costs associated with making the space available for AT&T's Attachment. GTE shall complete any make ready work required on pole or conduit structures to enable AT&T to install its facilities on these structures at a reasonable cost and within a reasonable time, to be agreed upon by GTE and AT&T. If such agreement does not occur within five (5) days, AT&T may hire outside contractors to do the work at AT&T's expense. In addition, GTE shall relocate existing Attachments where necessary and feasible to provide space for AT&T's Attachment requirements. The parties shall endeavor to mutually agree upon a reasonable time frame for the completion of such work within five (5) days following AT&T's requests for this work. If such agreement does not occur within five (5) days, AT&T may hire outside contractors to do the

work at AT&T's expense. Any contractors hired by AT&T pursuant to this section shall meet GTE's reasonable standards.

3. GTE shall make conduit and pole space available to AT&T as soon as any make ready work and any relocations of existing attachments, as described in Section 3.3.4, are completed. At that time, AT&T shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the facilities described in the Attachment Request in the space designated on or in GTE's poles, ducts, conduits, and rights of way identified therein. AT&T may, at its option, use AT&T or AT&T-designated personnel to attach its equipment to GTE structures.
4. If GTE performs the make ready work specified by Section 3.4.3, AT&T agrees to pay GTE the direct make ready work costs within fifteen (15) business days of receiving GTE's invoice.
5. GTE will provide AT&T with answers to an Environmental, Health & Safety Questionnaire for each GTE facility in or on which AT&T seeks an Attachment. AT&T may provide this questionnaire with its Attachment Request and GTE shall return it to AT&T with the approval of AT&T's Attachment Request.

**A. Authority to Place Attachments**

1. Before AT&T places any Attachment pursuant to an approved Attachment Request, AT&T shall submit evidence of its authority to erect and maintain the facilities to be placed on GTE's facilities within the public streets, highways and other thoroughfares or on private property, where such authority is required by law. AT&T shall be solely responsible for obtaining all licenses, authorizations, permits, and consent from federal, state and municipal authorities that may be required to place Attachments on GTE's facilities.
2. GTE shall not unreasonably intervene against or attempt to delay the granting of any licenses, authorizations, permits or consents from federal, state and municipal authorities or private property owners that may be required for AT&T to place its Attachments on or in any poles, ducts, conduits, or rights of way, and including manholes, entrance facilities, telephone closets, equipment rooms, risers, and any other similar passageway, that GTE owns or controls.
3. If any license, authorization, permit or consent obtained by AT&T is subsequently revoked or denied for any reason, permission to attach to GTE's facilities shall terminate immediately and AT&T shall remove its Attachments within one hundred twenty (120) days.

**B. Capacity**

1. When there is insufficient space on a GTE pole or in a GTE conduit to accommodate an AT&T-requested Attachment or occupancy, GTE shall, at AT&T's option: (1) replace the pole or conduit with one of greater height or capacity; (2) permit AT&T to replace the pole or conduit whereby AT&T will become the owner of the pole or conduit; or (3) permit AT&T to replace the pole or conduit with a GTE-furnished pole or conduit of greater height or capacity. AT&T shall be obligated to reimburse GTE for its proportionate share of the actual costs incurred.
2. GTE shall permit AT&T to break out of GTE conduit and to maintain facilities within conduit space used by AT&T and, where required by GTE, shall provide AT&T designated personnel with an escort service. Such escort service shall be available twenty-four (24) hours per day each day of the week. AT&T must obtain certification of a professional structural engineer for pre-1960 conduit that the modification will not adversely affect the structural integrity of the conduit.
3. GTE shall permit manhole interconnections and breaking out of GTE manholes and shall provide AT&T with sufficient space in manholes for the racking and storage of cable and other materials as requested by AT&T. GTE reserves the right to deny nonstandard requests to break out of manholes where the location in which AT&T wants to break out is blocked by cable rack.
4. GTE shall take all reasonable measures to allow access and/or egress to all conduit systems. This shall include but not be limited to GTE's removal, upon AT&T's request, of any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time. If the Parties are unable to agree on what is reasonable (in terms of measures or time intervals), the matter may be submitted according to the Alternate Dispute Resolution Process, described in Attachment 1, by either Party.
5. Where GTE has spare inner ducts which are not, at that time, being used for providing its services, GTE shall offer such ducts for AT&T's use. GTE shall not reserve more than one inner duct in any conduit cross section for emergency/maintenance purposes. Where only two inner ducts remain available (including an emergency spare), GTE shall offer AT&T the use of at least one inner duct.

6. Where a spare inner duct does not exist, GTE shall allow AT&T to install an inner duct in a spare GTE conduit.
7. GTE shall not attach, or permit other entities to attach facilities on existing AT&T facilities without AT&T's prior written consent.

**C. Sharing of Rights of Way**

1. GTE shall offer the use of such ROWs it has obtained from a third party to AT&T, to the extent that GTE's agreement with the third party does not prohibit GTE from granting such rights to AT&T. AT&T shall have the right to review the agreement between GTE and the third party. In cases where GTE does not have the authority to grant access, GTE shall cooperate with AT&T in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to AT&T. If GTE is unable to make such space available, either GTE or AT&T shall have the option to install and maintain additional space for AT&T's use consistent with the procedure established in Section 3.6.1.
2. Where GTE has any ownership or other rights to ROW to buildings or building complexes, or within buildings or building complexes, GTE shall offer to AT&T through a lease or purchase agreement:
  - a) The right to use any spare metallic and fiber optic cable ROW from the property boundary into the building or building complex;
  - b) The right to use any available space owned or controlled by GTE in the building or building complex to install AT&T equipment and facilities, including but not limited to entrance facilities, telephone closets, and risers;
  - c) Ingress and egress to such space; and
  - d) The right to use electrical power at parity with GTE's rights to such power.

**D. Emergency Situations**

1. Within fifteen (15) business days after the Effective Date, GTE shall establish a non-discriminatory priority method to access GTE manholes and conduits in emergency situations.

**E. Attachment Fees**

1. AT&T shall pay to GTE an Attachment Fee, consistent with 47 U.S.C. § 224 and the FCC's implementing regulations promulgated thereunder, for each GTE facility upon which AT&T obtains authorization to place an Attachment. The general methodology for determining the Attachment Fee is set forth in Appendix B, which is attached hereto. The Attachment Fee for each particular Attachment will be determined according to that methodology and made a part of this Agreement as an appendix thereto. The methodology established by this Agreement for use in deriving the Attachment Fee is subject to change, by mutual agreement, in the event the FCC promulgates new rules setting forth a new methodology.
2. GTE shall maintain an inventory of the GTE facilities occupied by AT&T based upon the cumulative facilities specified in all Requests for Attachment approved in accordance with Section 3.3 of this Attachment 3. AT&T shall have the right to remove any Attachment at any time, and it shall be AT&T's sole responsibility to notify GTE of any and all removals by AT&T of its Attachments from GTE's facilities. Such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Attachments and shall take the form of a Notice of Removal as set forth in Appendix C. AT&T shall remain liable for an Attachment Fee for each GTE facility included in all approved Attachment Requests until a Notice of Removal has been received by GTE. GTE may, at its option, conduct a physical inventory of AT&T's Attachments for purposes of determining the Attachment Fees to be paid by AT&T under this section.

**F. Additions and Modifications to Existing Attachments**

1. AT&T shall not modify, add to or replace facilities on any pre-existing Attachment without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for AT&T's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the facilities involved.
2. If the modification, addition or replacement specified by AT&T in its notice will require more space than that allocated to AT&T or will require the



reinforcement of replacement of or an addition of support equipment to the facilities involved in order to accommodate AT&T's modification, addition or replacement, AT&T will submit a Attachment Request in compliance with Section 3.3.1 of this Attachment 3 in order to obtain authorization for the modification, addition or replacement of its facilities.

**G. Charges for Unauthorized Attachments**

1. It is agreed that AT&T will dismantle, at its cost, any unauthorized Attachment.
2. For purposes of this section, an unauthorized Attachment shall include, but not be limited to: (a) a Attachment on or in any facility, which facility is not identified in any Attachment Request approved in accordance with this Attachment 3; (b) a Attachment that occupies more space than that allocated to AT&T by GTE; (c) an addition or modification to a pre-existing Attachment that impairs the structural integrity of the involved GTE facilities.

**H. Surveys and Inspections of Attachments**

1. The exact location of AT&T's Attachments on or in GTE's facilities may be determined, at GTE's discretion, through a survey to be made not more than once per calendar year by GTE. If so requested, AT&T and/or any other entity owning or jointly owning the facilities with GTE may participate in the survey.
2. Apart from surveys conducted in accordance with Section 3.12.1 above, GTE shall have the right to inspect any Attachment of AT&T on or in GTE's facilities as conditions may warrant upon written notice to AT&T. No joint survey or inspection by GTE shall operate to relieve AT&T of any responsibility, obligation or liability assumed under this Agreement.

**I. Notice of Modification or Alteration of Poles by GTE**

1. If GTE plans to modify or alter any GTE facilities upon which AT&T has Attachments, GTE shall provide AT&T notice of the proposed modification or alteration at least sixty (60) days prior to the time the proposed modification or alteration is scheduled to take place. AT&T shall participate with GTE, at no cost to AT&T, in such modification and rearrangement. AT&T shall make all rearrangements of its facilities within such period of time as is jointly determined to be reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an AT&T customer.

**J. Default and Remedies**

1. The occurrence of any one of the following shall be deemed a Material Default by AT&T under this Agreement: (a) AT&T's voluntary or involuntary bankruptcy; (b) AT&T's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking; (c) If any authorization which may be required of AT&T by any governmental or private authority for the placement, operation or maintenance of AT&T's Attachments is denied or revoked, and any appeals or other actions for review of such denial or revocation have been completed.
2. In the event of a Material Default, the provisions of Section 3.18.1 shall apply.
3. All rights and remedies of GTE set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both, except that GTE may not exercise any of the remedies set forth in § 3.14.2 if such Material Default is the subject of Alternate Dispute Resolution procedures as set forth in Attachment 1 to the Agreement.

**K. Termination of Section 3 by AT&T**

1. Section 3 of Attachment 3 of this Agreement may be terminated by AT&T any time prior to the expiration of its term by providing written notice to GTE of its intent to terminate not less than ninety (90) days prior to the date such termination is to become effective. Within one hundred twenty (120) days after the date this Section 3 is terminated, AT&T shall cause all of its Attachments to be removed from all of GTE's poles. In the event AT&T fails to remove its Attachments as required by this section, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of AT&T without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to AT&T occasioned thereby.

**L. Indemnification**

AT&T shall indemnify GTE as set forth in Section 10 of the General Terms and Conditions of this Agreement.

**A. Abandonment**

1. Nothing in this Agreement shall prevent or be construed to prevent GTE from abandoning, selling, assigning or otherwise disposing of any poles, conduit systems, or other GTE property used for AT&T's Attachments, provided, however, that GTE shall condition any such sale, assignment or other disposition subject to the rights granted to AT&T pursuant to this Agreement. GTE shall promptly notify AT&T of any proposed sale, assignment or other disposition of any facilities or other GTE property used for AT&T's Attachments, and shall give AT&T the right of first refusal with respect to the sale, assignment, or disposition of such facilities or property.

**B. Alternate Dispute Resolution**

1. If GTE has declared AT&T in default of any provisions of this Section 3, or has otherwise notified AT&T that AT&T is not in compliance with the terms of this Section 3, either party may invoke the Alternate Dispute Resolution Process, described in Attachment 1, or the procedures described in the Act, the *FCC's First Interconnection Order*, § 1217-1231 and the FCC's Rules at 47 CFR §1.1401-1.1416. GTE will continue to process Attachment Requests pursuant to this Section 3.
2. GTE will not be relieved of its obligations to process Attachment Requests by AT&T if AT&T is alleged to be in default of this Section 3 for nonpayment of fees and charges due GTE under this Section 3, so long as such default is (1) the subject of good faith negotiations; (2) the subject of Alternate Dispute Resolution procedures as set forth in Attachment 1 to the Agreement; or (3) being adjudicated before the FCC or any other court, regulatory body, agency, or tribunal having jurisdiction over such dispute.

**I. Unused Transmission Media**

**A. Definitions:**

1. Unused Transmission Media is physical inter-office transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable) which has no lightwave or electronic transmission equipment terminated to such media to operationalize its transmission capabilities. This media may exist in aerial or underground structure or within a building.
2. Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground structure which have lightwave repeater (regenerator or

optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities. Alternately, Dark Fiber means unused wavelengths within a fiber strand for purposes of coarse or dense wavelength division multiplexed (WDM) applications. Typical single wavelength transmission involves propagation of optical signals at single wavelengths (1.3 or 1.55 micron wavelengths). In WDM applications, a WDM device is used to combine optical signals at different wavelengths on to a single fiber strand. The combined signal is then transported over the fiber strand. For coarse WDM applications, one signal each at 1.3 micron and 1.55 micron wavelength are combined. For dense WDM applications, many signals in the vicinity of 1.3 micron wavelength or 1.55 micron wavelength are combined. Spare wavelengths on a fiber strand (for coarse or dense WDM) are considered Dark Fiber.

**B. Requirements**

1. GTE shall offer all Unused Transmission Media to AT&T under a lease agreement.
2. GTE shall provide a Single Point of Contact (SPOC) for negotiating all Unused Transmission Media lease agreements.
3. AT&T may test the quality of the Unused Transmission Media to confirm its usability and performance specifications.
4. GTE shall provide to AT&T information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from AT&T.
5. GTE shall make Unused Transmission Media available to AT&T within twenty (20) business days after it receives written confirmation from AT&T that the Unused Transmission Media previously deemed available by GTE is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

**C. Requirements Specific to Dark Fiber**

1. Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm.
2. AT&T may splice and test Dark Fiber leased from GTE using AT&T or AT&T designated personnel. GTE shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. GTE shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.
3. For WDM applications, GTE shall provide to AT&T an interface to an existing WDM device or allow AT&T to install its own WDM device (where sufficient system loss margins exist or where AT&T provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and receive ends of the Dark Fiber.