2. Physical Collocation
2.1 General

Rates and charges for service explained herein are contained in Part M, Section 5.2.

2.1.1	Description	
A.	Physical collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices.	
B.	Physical collocation will be provided to CLECs on a first come, first served basis. The CLEC shall complete a written application for occupancy of any physical collocation space (multiplexing node), cable space, or conduit space, and shall include payment of an application fee. If space is unavailable or a CLEC withdraws its request, the application fee, less the costs incurred by the Telephone Company (e.g., engineering record search and inspection of central office premises to determine availability of space, and administrative activities required to process the application) will be refunded. Receipt of the application fee will determine the order of priority of the CLEC's request.	(C)
1.	Cable space is any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from the collocation node to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the collocation node and the Telephone Company POT and any other space required to bring other fire retardant communications cable from one collocation node to another collocation node of the same CLEC.	
2.	Conduit space is any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (manhole zero) and the cable vault location capable of containing communications facilities. This includes cable entrance facilities, main conduit, ducts, inner ducts, gas traps, underground dips such as short sections of conduit under roadway, driveways and parking lots, and similar conduit installations required to bring the CLEC-provided fiber optic feeder cable into the Telephone Company central office.	
C.	In order to process a CLEC's application for physical collocation, the Telephone Company will conduct a pre-construction survey in which the Telephone Company conducts the following activities.	
1.	An engineering record search and review to determine availability of partitioned space, cable space and conduit space.	
2.	An inspection of central office premises and conduit to verify available space and to determine the requirements of the normal space and conditioning work.	
3.	Administrative activities required to process the application.	

2. Physical Collocation
2.1 General

2.1.1	Description	
D.	If a CLEC requests to physically collocate at other technically feasible points necessary for access to unbundled elements and interconnection other than at the Telephone Company central office, the CLEC must submit their order via a Bona Fide Request.	
E.	The CLEC does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in the Telephone Company's central office facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein.	
F.	The Telephone Company will assign collocation space to CLECs in a just, reasonable, and nondiscriminatory manner. The Telephone Company will all CLECs requesting physical collocation to submit space preferences on the application. The Telephone Company will assign physical space in accordance with the following standards.	(N)
1.	The CLEC's collocation costs cannot be materially increased by the assignment.	
2.	The CLEC's occupation and use of the Telephone Company's central office cannot be materially delayed by the assignment.	
3.	The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and	
4.	The assignment cannot reduce unreasonably the total space available for physical collocation, or preclude unreasonably, physical collocation within the Telephone Company's central office.	
G.	The Telephone Company may assign physical collocation in space separate from space housing the Telephone Company's equipment, provided that each of the following conditions is met.	
1.	Either legitimate security concerns, or operational constraints unrelated to the Telephone Company's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation.	
2.	Any physical collocation space assigned to an affiliate or subsidiary of the Telephone Company is separated from space housing the Telephone Company's equipment.	
3.	The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;	
4.	The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and	
5.	The separated space is comparable, from a technical and engineering standpoint, to non-separated space.	(N)

2. Physical Collocation
2.1 General

2.1.2	Site Survey/Report, Application, Engineering and Administration	
A.	Upon request by the CLEC and upon the CLEC signing a confidentiality agreement, the Telephone Company will make available a site survey/report describing in detail the available physical collocation space in a Telephone Company central office, the number of CLECs currently collocated in that central office, modifications in the use of space since the last report requested and measures being taken to make additional space available. The interval for the site survey/report is ten calendar days for requests submitted in the ordinary course of business.	
1.	The site survey/report is not required prior to submission of an application.	
B.	Subject to forecasting requirements, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight (8) business days after receipt of an application. The Telephone Company's response will be one of the following.	(T)
1.	There is space and the Telephone Company will proceed with the arrangement.	
2.	There is no space. The Telephone Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.	
3.	There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within twenty (20) business days. At the end of this period, the Telephone Company will proceed as described in Section 2.1.2B.1 and 2.1.2B.2.	(T)
C.	If space is available, the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation services. If the application is deficient, the Telephone Company will specify, in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within 10 calendar days after being informed of them shall retain its position within the collocation application queue.	(T)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.1	Accommodations	
A.	The Telephone Company will permit the CLEC to establish a multiplexing node at the specified Telephone Company central office where the CLEC desires to interconnect or access unbundled network elements in order to place the necessary equipment. This service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested. Upon request, where there are two entry points to Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center for the CLEC's fiber optic cable, except where one entry of a two entry office is filled to capacity.	
B.	In addition to the floor space, the Telephone Company will provide –48V DC power and AC power, battery and generator back-up power, AC power convenience outlets, heat, air conditioning and other environmental support to the CLEC equipment in the same manner that it provides such support items to its own equipment within that central office. Standard –48V DC power shall be provided as specified in Section 2.2.1B1 herein. If requests for power or environmental support exceed the existing central office capacity, any extraordinary costs to provide that expanded capacity will be borne by the CLEC.	(C) (C)
1.	The Telephone Company will provide DC power to the collocation arrangement as specified by the CLEC in its collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied per load amp based on the total number of load amps ordered on each feed. For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed, and 20 load amps on the B feed. The Telephone Company will permit the CLEC to order a fuse size at up to 2.5 times the load amps ordered. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.	(N) (N)
C.	The Telephone Company will make a reasonable effort to place collocation nodes in areas of the central office requiring the least amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available, special construction charges will apply in order that the Telephone Company recover the costs for such special construction. When appropriate, special construction charges will be prorated in accordance with Section 2.6.	

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements	(X)
A.	The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in manhole zero. The CLEC must provide underground fiber optic cable in manhole zero of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within manhole zero and is responsible for the maintenance of the fiber optic cables.	
B.	The Telephone Company is responsible for installing CLEC-provided fiber optic feeder cable in the conduit space. To avoid unnecessary reinforcements or rearrangements, the CLEC will be required to provide a three year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated inner duct. The CLEC will not be permitted to reserve space in the central office conduit. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.	(X)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements	
C.	The Telephone Company reserves the right to manage its own central office conduit requirements as well as central office space. In addition, the Telephone Company has the right to reserve vacant space for planned facilities. The Telephone Company and its affiliates will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. In central offices where space exhaust is an issue, the appropriateness of the Telephone Company's reservation of space will be evaluated on a case by case basis.	
D.	The Telephone Company is responsible for installing and maintaining a splice where the CLEC's fiber optic feeder cable meets the CLEC's fire retardant inside riser cable within the central office cable vault or designated splicing chamber.	
E.	The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership.	
F.	The CLEC will be accompanied by qualified Telephone Company representatives in all manhole and vault locations, subject to an escort charge.	
G.	The Telephone Company is responsible for placing the CLEC's fire retardant riser cable from the central office cable vault or ASA to the multiplexing node. The CLEC is responsible for providing fire retardant riser cables which comply with Telephone Company practices and safety requirements for central office cabling as they relate to fire, safety, health and environmental safeguards. The Telephone Company and the CLEC will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault or ASA to the multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. The Telephone Company will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by the CLEC will result in time and material charges.	
H.	The Telephone Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards:	(N)
1.	Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Telephone Company at a level equal in quality to that which the Telephone Company obtains within its own network or the Telephone Company provides to any of its affiliates, subsidiaries, or other parties; and	
2.	Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.	(N)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements	
I.	Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in (H) preceding. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there must also be a logical nexus between the additional functions the equipment would perform and the telecommunication services the CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in (H) preceding must not cause the equipment to significantly increase the burden on the Telephone Company's property.	(N) (N)
J.	The CLEC may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company central office environmental standards. In addition, for those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Telephone Company.	(X) (C)
1.	The CLEC shall not place in its multiplexing node equipment that is designed exclusively for switching or enhanced services and that is not necessary for interconnection	(X)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements	
K.	A standard Telephone Company central office toll transmission environment is provided for any CLEC equipment deployed in a Telephone Company central office. Requests for additional conditioning will be evaluated on a case by case basis.	(T)
L.	All CLEC equipment to be installed in or on the exterior of Telephone Company central offices must either be on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the appropriate technical specifications. Upon receipt of a Collocation request, the Telephone Company will make available at cost any Telephone Company specific documentation required.	(T)
M.	The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specifications and to minimize space requirements.	(T)
N.	Where the CLEC intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node, roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Telephone Company.	(T)
O.	All work performed by the CLEC must comply with the requirements specified in NIP-74166, Issue No. 1	(T)
P.	Prior to installation of the CLEC's facilities or equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.	(T)
Q.	The CLEC will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office physical collocation node. In areas where the Telephone Company uses contractors to construct the collocation node, the CLEC vendors may have the option of directly contracting with Telephone Company approved vendors to do the construction. This construction is limited to the multiplexing node itself, the door and associated superstructure and AC electrical requirements dedicated to the multiplexing node.	(T)
1.	Prior to beginning installation work, the CLEC must provide notice, in writing, to the Telephone Company indicating acceptance of the collocation node work.	

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements	
R.	The CLEC shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the CLEC's equipment installation work in the multiplexing node. The CLEC is responsible for protecting the Telephone Company's equipment and central office flooring within the staging area and along the staging route. The CLEC will store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area. The CLEC will meet all the Telephone Company's fire, safety and housekeeping requirements. This temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.	(T)
S.	Method of procedures detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all physical collocation equipment installation. The method of procedures shall be agreed upon and signed by a Telephone Company representative and a CLEC representative prior to the beginning of any installation effort within the multiplexing node or common area. The CLEC shall prominently display the signed method of procedures at the multiplexing node while performing any installation functions.	(T)

2.2.3	Point of Termination
A.	The Telephone Company will designate a POT on cross connect frames or similar devices as the point(s) of physical demarcation between the CLEC's facilities and the Telephone Company's facilities. The cross connect frames where the POT(s) are located will be provided at or near the multiplexing node. The CLEC will provide and be responsible for installing and maintaining the connection cabling and associated cross connections between the multiplexing node and the POT. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company's side of the POT.
B.	The CLEC must select from the following options regarding the termination of its facilities at its multiplexing node. The CLEC is limited to only one option per multiplexing node.
1.	**Option 1—** The Telephone Company will provide the POT bay in a common area located at or near the multiplexing node.
2.	**Option 2—** The CLEC will provide the POT bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node.
3.	**Option 3—** The CLEC will provide the POT bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the CLEC to bring it into the multiplexing node and terminate it on the POT bay.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.4	Minimum Floor Space Requirements/Anti-Warehousing
A.	The Telephone Company will designate the floor and cable space within each central office which will constitute the multiplexing node.
B.	A standard size multiplexing node is either 25, 100 or 300 square feet per central office. Additional space is available in 20 square foot increments for 100 square foot multiplexing nodes or larger, where feasible. A CLEC with a multiplexing node in a Telephone Company central office may request that space in 100 square increments be reserved in the same central office. If space is available, the Telephone Company will reserve the space for the CLEC until such time as the Telephone Company requires the reserved space. If the Telephone Company requires the reserved space, it will notify the CLEC and the CLEC must file an application for the space.

2.2.5	Safety and Security Measures	
A.	The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have unescorted access to its multiplexing node and any equipment located outside the multiplexing node which is directly related to the multiplexing node equipment and for which the CLEC is responsible to repair and maintain, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access. The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.	
B.	The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in the Telephone Companies collocation security guidelines which will be provided upon request.	
C.	The Telephone Company may require CLEC employees and contractors to use a central or separate entrance to the Telephone Company's central office, provided, however, that where the Telephone Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees contractors of the Telephone Company's affiliates and subsidiaries will be subject to the same restriction.	(N)
1.	CLEC employees, agents or contractors who meet the Telephone Company's established security standards will be provided access to the CLEC's collocation equipment 24 hours a day, seven days a week and reasonable access to the Telephone Company's restroom facilities.	(N)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures	
C.	(Continued)	
2.	The Telephone Company may construct or require the construction of a separate entrance to access physical collocation space, provided that each of the following conditions is met.	(N)
a.	Construction of a separate entrance is technically feasible;	
b.	Either legitimate security concerns, or operational constraints unrelated to the Telephone Company's or any of its affiliates' or subsidiaries' competitive concerns, warrant such operation;	
c.	Construction of a separate entrance will not artificially delay collocation provisioning; and	
d.	Construction of a separate entrance will not materially increase the CLEC's collocation costs.	(N)
D.	The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be US citizens where required by law or regulation.	(T) (X) (X)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures	
E.	The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor must display identification badges at all times while on Telephone Company property. This badge will permit access to the location of the CLEC's multiplexing node in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are available. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC. The Telephone Company reserves the right to revoke any identification badge and access card of any CLEC employee or agent found in violation of these guidelines.	(T)
F.	Where the CLEC provides the security device for its multiplexing node, the CLEC will provide the Telephone Company with direct access to the node in the event of an emergency and to perform its equipment inspection activities, prior to the installation of any such security devices. All security devices must be approved by the Telephone Company.	(T)
G.	During the installation phase, or for subsequent maintenance and repair by the CLEC, the CLEC or its approved vendor will have unescorted access to its multiplexing node and any equipment located outside the multiplexing node which is directly related to the multiplexing node equipment and for which the CLEC is responsible to repair and maintain, subject to the installation of the appropriate security measures as determined by the Telephone Company. The CLEC may be escorted in other areas by qualified Telephone Company employees, subject to the appropriate charges.	(T)
H.	During the construction phase, the CLEC may schedule one escorted visit to its collocation space, subject to the appropriate charges.	(T)
I.	Where special construction is required, the CLEC will have access at the commencement, middle and end of construction. If additional access is requested, it will be provided to the CLEC subject to the appropriate charges.	(T)
J.	In the event of work stoppages, separate entrances will be established for the CLEC, where possible. When separate entrances are not available, the Telephone Company will provide CLEC employees the same access that it provides to its management employees. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.	(T)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures	
K.	The CLEC agrees that its employees/vendors with access to Telephone Company central offices shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the CLEC with written notice of such changes.	(T)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures	
L.	Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in the Telephone Company central offices/serving wire centers, access tandems, or remote nodes.	(T)
M.	The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe at the CLEC's requested time of entry to the central office at no cost to the CLEC. In those central offices where other security measures are not yet in place, the Telephone Company will, at its discretion, require an escort at no cost to the CLEC.	(T)
N.	CLECs will have access to their collocated equipment twenty-four hours a day, seven days a week, without a security escort except as noted in Section 2.2.5L. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the CLEC shall provide the Telephone Company with notice of no less than thirty minutes prior to dispatching a CLEC employee or agent to the collocation arrangement.	(T)
O.	Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.	(T)

2.2.6	Repair and Maintenance
A.	The CLEC will be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.
B.	The CLEC is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the CLEC's multiplexing node, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes. Such approval will not be unreasonably withheld.
C.	The CLEC is responsible for testing, if necessary, with the Telephone Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a CLEC provided service. The CLEC is responsible for providing trouble report status when requested.
D.	The CLEC must pay a CLEC not ready charge whenever the Telephone Company personnel are required to identify a trouble as being on the CLEC's side of the POT (e.g., in the connection cabling or associated cross connection, or CLEC antenna and associated microwave equipment).

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.7	Damage to the Multiplexing Node
A.	If the multiplexing node or any part thereof shall be damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect unless otherwise specified herein.
B.	If the multiplexing node, roof space or transmitter/receiver space and/or associated cable space, is partially damaged or rendered partially unusable by fire or other casualty not caused by the CLEC, the damages thereto shall be repaired by and at the expense of the Telephone Company (not including damages to the CLEC-owned equipment within the multiplexing node). The occupancy fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the multiplexing node and/or associated cable, roof space and transmitter/receiver space and conduit spaces which are usable.
C.	If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the CLEC, then the occupancy fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as provided in Section 2.2.8D.
D.	If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit space is rendered wholly unusable through no fault of the CLEC, or if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it (whether or not the premises are damaged in whole or in part), the Telephone Company may elect to terminate this arrangement. Written notice to the CLEC shall be given within ninety days after such fire or casualty specifying a date for the expiration of the arrangement, which date shall not be more than sixty days after the giving of such notice.
1.	The CLEC shall forthwith quit, surrender and vacate the premises without prejudice to the Telephone Company's rights and remedies against the CLEC. Any occupancy fee owing shall be paid up to such date and any payments of occupancy fee made by the CLEC which were on account of any period subsequent to such date shall be returned to the CLEC.
2.	Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control.
3.	After any such casualty, the CLEC shall cooperate with the Telephone Company's restoration by removing from the multiplexing node and other associated space as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.7	Damage to the Multiplexing Node
D.	(Continued)
4.	The CLEC's liability for occupancy fees shall resume either upon occupancy by the CLEC or thirty days after written notice from the Telephone Company that the multiplexing node, cable space, roof space or transmitter/receiver space or conduit space is restored to a condition comparable to that existing prior to such casualty.

2.2.8	Reclamation of Space/Right to Terminate or Rearrange
A.	When space constraints are identified at a particular central office, the Telephone Company or a CLEC may petition the DTE to institute a reclamation proceeding against a CLEC that has not constructed a cage or placed functional equipment in that cage within six months of the award of space. The same parties may also petition the DTE to investigate whether CLECs that have merged should be required to consolidate their collocation space.
B.	In addition, the Telephone Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Telephone Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Telephone Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Telephone Company shall provide 180 days' written notice prior to such an event, unless the Telephone Company is given a lesser notice by the DTE.
C.	The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space and associated cable and conduit where the serving wire center premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the CLEC with 180 days' written notice of such termination and negotiate a schedule by which the CLEC must proceed to have CLEC-provided equipment or property removed from the multiplexing node and associated cable and conduit, unless the Telephone Company is given a lesser notice by the authority. The CLEC shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing a CLEC from making its own claim against the eminent authority ordering the taking of the central office.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.8	Reclamation of Space/Right to Terminate or Rearrange
D.	The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, equipment and structures. The CLEC will be responsible for relocating its equipment, multiplexing equipment, facilities and any other property. The CLEC and the Telephone Company will work together in good faith to minimize any disruption of the CLEC's services as a result of such relocation.
E.	Should the Telephone Company need to install additional facilities to any conduit system in which the CLEC occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for physical collocation for another CLEC, the Telephone Company will, after notifying the CLEC of the additional occupancy, rearrange the CLEC's facilities in the conduit system as reasonably determined by the Telephone Company, so that the additional facilities of the Telephone Company or other CLEC may be accommodated.
F.	In an emergency, the Telephone Company reserves the right to rearrange a CLEC's facilities occupying a conduit, manhole, cable vault, roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the CLEC prior to rearranging a CLEC's facilities. If such emergency is a result of the CLEC's occupancy of space under these provisions or as a result of any act or omission on the part of the CLEC, its employees, agents or vendors, the CLEC will be charged for such rearrangement.
G.	Should the CLEC wish to move equipment from one location to another, the CLEC will be responsible for removing and transporting its equipment to the new site and installing it. The Telephone Company will treat the relocation as a new installation.
H.	The Telephone Company shall have the right to reassign space with respect to any multiplexing node and associated cable and conduit where the multiplexing node is not efficiently used within a reasonable amount of time. Efficiently used means that substantially all of the floor space is taken by the equipment as specified above, metal storage cabinets or work surfaces as needed to provide service or when used in connection with roof space and transmitter/receiver space, and that the CLEC's facilities occupying such space are in operation for substantial periods of time each month. The determination as to whether or not these criteria are met is solely within the reasonable judgment of the Telephone Company. If the space is needed to accommodate another CLEC or the Telephone Company's service, the Telephone Company will take back from the CLEC, space that is not being efficiently used. The CLEC will have one-hundred and eighty days from notice by the Telephone Company to vacate the portion of such space which is not being efficiently used. The Telephone Company shall provide six months notice of its intent to reassign space.
I.	In addition, if a notice of reclamation is served, the aggrieved CLEC will be given ten days from receipt of the notice to apply to the DTE for relief, upon good cause shown. The CLEC shall be responsible for any outstanding fees, rates and charges in existence at such time.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.8	Reclamation of Space/Right to Terminate or Rearrange
J.	The subsequent CLEC shall be responsible for any costs directly attributable to the reclaiming of the space previously assigned to the existing CLEC.
K.	Upon termination of the CLEC's collocation arrangement or any twenty-five square foot portion thereof, the CLEC must remove its equipment from that space within thirty days. Upon removal by the CLEC of all its equipment from the multiplexing node area or portion thereof, the CLEC must restore that multiplexing node area to its original condition at time of occupancy. Due to physical and technical constraints, removal of cable is at the Telephone Company's option. If the CLEC fails to remove its equipment within thirty days, the Telephone Company may elect, at its option, to remove the equipment at the CLEC's expense.

2.2.9	Provisions for Other Services
A.	The CLEC may order from the Telephone Company business message rate service in accordance with the provisions of DTE MA No. 10, for its own internal use and the expressed purpose of administrative lines within the multiplexing node. The CLEC may order additional administrative lines or circuits for the expressed use of directly supporting the network maintenance and administration functions for the collocation equipment within the multiplexing node.

2.2.10	Cabling
A.	The Telephone Company is responsible for the installation and maintenance of the CLEC-provided fiber optic cable from the entrance manhole zero and for the CLEC-provided fiber optic feeder cable in the conduit.
B.	The Telephone Company will extend the CLEC's fiber optic cable to the cable vault, will splice the cable to the CLEC provided fire retarding riser cable and will deliver it to the CLEC's multiplexing node subject to the appropriate charges.
1.	The Telephone Company is responsible for installing and maintaining the splice in the cable vault.

2.2.11	Technical Specifications
A.	The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR–1089–CORE.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.1	Cabling
A.	The CLEC is responsible for procuring, installing and maintaining all cables from the CLEC premises to manhole zero.
B.	The CLEC is responsible for providing, installing and maintaining the connection cable and any associated equipment which may be required (e.g., repeaters) between the collocated node and the POT.

2.3.2	Ordering Service
A.	The CLEC must request physical collocation arrangements through its Telephone Company point of contact. Completed applications for collocation must be sent directly to the Telephone Company at the following address.
1.	Collocation Applications Manager–Verizon, 125 High Street, Boston, MA 02110.

2.3.3	Safety and Technical Standards
A.	The CLEC's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other CLEC's facilities and must comply with the appropriate technical specifications.

2.3.4	Insurance
A.	The CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance, underwritten by insurance companies licensed to do business in the State of Massachusetts having a best insurance rating of at least AA–12.
1.	Comprehensive general liability coverage on an occurrence basis in an amount of two million dollars combined single limit for bodily injury and property damage, with a policy aggregate of two million dollars. Said coverage shall include the contractual, independent contractors' products/completed operations, broad form property and personal injury endorsements.
2.	Umbrella/excess liability coverage in an amount of five million dollars excess of coverage contained in the general liability policy.
3.	All risk property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property situated on or within the Telephone Company's locations. The CLEC may also elect to purchase business interruption and contingent business interruption insurance.
4.	Statutory workers' compensation coverage; and employer's liability coverage in an amount of two million dollars.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.4	Insurance
B.	The Telephone Company shall be named as an additional insured on all applicable policies as specified in general liability and excess liability policies, and shall be named as loss payee (as its interest may appear) on all applicable risk property policies.
C.	The limits governing the general and excess liability provisions above may be increased by the Telephone Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Telephone Company buildings.
D.	All policies purchased by the CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
E.	All insurance must be in effect on the occupancy date and shall remain in force as long as the CLEC's facilities remain within any spaces governed by the arrangement. If the CLEC fails to maintain the coverage, the Telephone Company may pay the premiums thereon and seek reimbursement of same from the CLEC. The CLEC shall arrange for the Telephone Company to receive thirty days advance notice of cancellation, modification, or renewal of the policy from the CLEC's insurance company. Notices should be forwarded to the following Telephone Company contact at the following location.
1.	Collocation Applications Manager–Verizon, 125 High St., Boston, MA 02110
F.	The CLEC must also conform to the same recommendation made by the Telephone Company's insurance companies to which the Telephone Company has already agreed or to which it shall hereafter agree.
G.	Nothing contained herein shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible to the extent permitted by law, the Telephone Company and the CLEC each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.
1.	The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The CLEC acknowledges that the Telephone Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and agrees that the Telephone Company will not be obligated to repair any damage thereto or replace the same.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.4	Insurance
H.	**Self Insurance—** If the CLEC's net worth exceeds one-hundred million dollars, the CLEC may elect to self insure in lieu of obtaining any of the insurance required as specified in Section 2.3.4. If the CLEC self insures, the CLEC shall furnish to the Telephone Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. If the CLEC self insures, the CLEC shall release, indemnify, and hold the Telephone Company (and the Telephone Companies affiliates and personnel) harmless against all losses, costs (including reasonable attorney fees), damages, and liabilities resulting from claims (including without limitation claims alleging negligence or breach of contract by the Telephone Company or by Telephone Company affiliates and personnel) that would have been within the scope of such insurance had the vendor not elected to self insure.

2.3.5	Inspections
A.	The CLEC is responsible for providing a contact number that is readily accessible twenty-four hours a day, seven days a week. The CLEC will provide emergency access to its multiplexing node and transmitter/receiver space at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. In the event the Telephone Company is required to access the CLEC's multiplexing node on an emergency basis, the Telephone Company will notify the CLEC of such access within twenty-four hours.
B.	The Telephone Company has the right to inspect the completed installation of the CLEC's equipment and facilities. In addition, the Telephone Company may conduct up to twelve routine inspections per year of all or portions of the CLEC's facilities, to determine that occupancies are authorized and installed and maintained in conformance with the required standards. The Telephone Company will provide the CLEC with fifteen days advance notice of non-emergency inspections and the CLEC shall have the right to be present at the time of inspection. The Telephone Company will notify the CLEC in writing of any outside agency inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the CLEC as soon as reasonably possible. The CLEC shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections. The CLEC will be charged for such inspections if the Telephone Company finds a violation of these terms and conditions. Applicable time and material charges associated with such inspection will apply.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5	Inspections	
C.	If at any time the Telephone Company reasonably determines that the CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment do not meet the required standards, the CLEC will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to establish compliance. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense.	
D.	If the Telephone Company reasonably determines that any CLEC activities, equipment or facilities are unsafe, do not meet the required standards or other specifications set forth in Part E of this tariff, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment.	
1.	When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the CLEC fifteen days written notice to correct the condition.	
2.	When such conditions pose an immediate threat to the safety of the Telephone Company's employees or others, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the roof, the walls or the cable facilities of the Telephone company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the CLEC.	
3.	The CLEC is responsible for time and material charges associated with the cost of this work and/or actions.	
E.	The CLEC is responsible for engineering the power consumption in its collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Telephone Company will engineer the power feeds to the collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its collocation application. Any subsequent orders to increase the DC power load at a collocation arrangement must be submitted on a collocation application. The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by a collocation arrangement. At any time, without written notice, the Telephone Company may measure the DC power drawn at an arrangement by monitoring the Telephone Company's power distribution point. In those instances where the Telephone Company needs access to the collocation arrangement to make these measurements, the Telephone Company will schedule a joint meeting with the CLEC.	(C) (C) (C)
1.	If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.	

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5	Inspections	
E.	(Continued)	
2.	If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment:	(C) (C)
a.	The Telephone Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.	(T) (C) (C)
b.	For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.	(N) (N)
3.	If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in E.2.b. preceding, that arrangement is subject to the following treatment.	(C)
a.	The Telephone Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Telephone Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Telephone Company will not wait for the CLEC or require it to be present during the second inspection.	(C)
b.	The Telephone Company will assess the miscellaneous collocation power service charge for performing this inspection.	
c.	The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Telephone Company or require it to be present during the CLEC test. Upon request of the CLEC, the Telephone Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Telephone Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Telephone Company's.	(C) (C)

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5 Inspections

E. (Continued)

d. If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the CLEC with written notification, within ten (10) business days, by certified U.S. mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Telephone Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test.equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents. (C)(X)

e. The Telephone Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Telephone Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Telephone Company from making the notice described in paragraph f. following. (N)

f. If the CLEC disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke the Commission's Accelerated Docket Procedure (ADP). ADP can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.

g. With the notification required by subparagraph E.3.d., the Telephone Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of the miscellaneous collocation power service charge for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 2.3.5F.

4. If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows.

a. For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to the Verizon Residence Directory Assistance Fund, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its payment to the fund to the Telephone Company within ten (10) calendar days of making the payment. (N)

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5	Inspections	
E.	(Continued)	
b.	For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to the Verizon Residence Directory Assistance Fund, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its payment to the fund to the Telephone Company within ten (10) calendar days of making the payment.	
c.	For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to the Verizon Residence Directory Assistance Fund, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its payment to the fund to the Telephone Company within ten (10) calendar days of making the payment.	
d.	For more than three (3) violations within the same consecutive twelve (12) month period, the Telephone Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the Verizon Residence Directory Assistance Fund.	
e.	The Telephone Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the Verizon Residence Directory Assistance Fund, under the provisions set forth preceding. The Telephone Company will provide a copy of the CLEC notification to the DTC, under seal.	(T)
5.	If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Telephone Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4e. preceding.	
F.	**Scheduled Attestations** —Annually, the CLEC must submit a written statement signed by a responsible officer of the company which attests that it is not exceeding the total load of power as ordered on the collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the CLEC's completed collocation arrangements provided by the Telephone Company in Massachusetts. If the CLEC fails to submit this written statement by the last day in June, the Telephone Company will notify the CLEC in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each collocation arrangement to be increased to the total number of amps fused.	

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.6	Technical Specifications	
A.	CLEC equipment which is not on the Telephone Company's list of approved products for central office equipment, must fully comply with NEBS, GR–63–CORE, GR–1089–CORE, IP–72201, workmanship requirement profile and the Telephone Company's central office, engineering, environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company's services or facilities.	(X)
B.	CLEC equipment and installation of the CLEC's equipment must also comply with IP–72201. All CLEC entrance facilities and splices must comply with GR–20–CORE, NX620020912NY, NX620020911NY, NX620020913NY, and NY620020910NY, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities.	(X)
C.	CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP–74171, NEC, NESC, OSHA, and any governing authority having jurisdiction.	
D.	The equipment located in, on or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with GR–63–CORE, GR–1089–CORE and NIP–74171. This equipment must also fully comply with IP–72201, and central office engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Telephone Company service or facilities.	
E.	Where a difference may exist in the technical specifications, the more stringent shall apply.	
F.	CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in RNSA–NEB–95–0003, revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in RNSA–NEB–95–003, revision 8 or higher.	

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1	Description	
A.	Upon receipt of a completed application, the collocation schedule will include the costs for normal space conditioning (i.e., 25, 100 or 300 square foot nodes) work, along with an estimate for any applicable special construction charges. Work required, or requested, by the CLEC after the initial installation will be handled on an ICB basis.	(C)
B.	The Telephone Company will calculate costs on a fully allocated time and materials basis, for any agreed special construction work undertaken on behalf of the CLEC, and vendor charges. Occupancy for all spaces will be granted upon completion of the normal space conditioning work, including cut-down of Telephone Company cabling at the POT based on the requested DS3, DS1, and VG interconnections identified by the CLEC in the application for collocation.	(C)
C.	Prior to the CLEC beginning the installation of its equipment, the CLEC must sign the Telephone Company work completion notice, indicating acceptance of the multiplexing node construction work and providing the Telephone Company with a security fee. Payment is due within thirty days of bill date. The CLEC may not install any equipment or facilities in the multiplexing node until after the receipt by the Telephone Company of the Telephone Company work completion notice and any applicable security fee.	
D.	Occupancy for all spaces will be granted upon completion of the multiplexing node construction work. The Telephone Company will begin billing all fees (except for special construction charges) commencing on the occupancy date or thirty days after written notice from the Telephone Company.	
E.	The Telephone Company will make a reasonable effort to place collocation node arrangements in areas of the central office requiring the minimum amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available, special construction charges will apply to recover the Telephone Company's costs for special construction work. When appropriate, special construction charges will be prorated in accordance with Section 2.6.	

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1	Description
F.	The CLEC will be responsible for any nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis (refer to Section 2.6.8).
1.	Special construction charges will be billed to the CLEC on a first installment and final bill basis. The Telephone Company will bill the CLEC for a first installment which equates to 50% of the total estimate of the charges. Payment of the first installment is due prior to the commencement of the actual construction. A final bill will be rendered based on the actual costs and charges incurred by the Telephone Company. The final bill is to be paid by the CLEC within 30 days of the bill date, but no sooner than the Telephone Company's completion of the actual construction.
2.	The Telephone Company will render a final bill to reconcile any special construction charge estimates with the actual charges when those charges become known.

2.4.2	Space Limitations	
A.	When space is unavailable for physical collocation, the Telephone Company will post a list of all such sites on its website and will update the list within ten calendar days of the date at which a central office runs out of collocation space.	
B.	When sufficient space is not available to accommodate a physical collocation request at a Telephone Company central office, the Telephone Company will allow the CLEC to tour the entire premises, without charge, within an additional ten calendar days of the tour request. Where requests for multiple CLECs are denied for the same Telephone Company central office, the Telephone Company may coordinate the tour. Such tour will not be restricted to the room in which space was denied but may include the entire central office.	(C) (C)
1.	The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space.	
2.	If after the tour the CLEC disputes the Telephone Company's conclusion of inadequate space for physical collocation, the CLEC shall inform the Telephone Company of the dispute within five business days of the inspection. If no resolution occurs, either party will inform the other of their intent to seek a determination by the DTE. To do so, a filing explaining why the DTE should agree with its position shall be made within ten business days of the joint inspection. The DTE shall decide the issue of space availability on the basis of the filings by both parties. At the DTE's discretion, DTE staff may inspect the central office at issue to assist the DTE in its determination. An aggrieved party may file a petition contesting the DTE's findings.	

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.2	Space Limitations
C.	The Telephone Company will notify the DTE when it cannot accommodate a request for physical collocation because of space exhaust at a particular central office. Notification is due within fifteen business days of the central office inspection upon which the notification is based. In the notification filing, the Telephone Company will refer to CLECs anonymously.
1.	The notification shall include all available central office floor plans and diagrams, identification of space reserved for use by the Telephone Company or an affiliate or subsidiary of the Telephone Company, identification of the number of CLECs with physical collocation in the central office and the amount of space assigned each CLEC along with when the space was assigned. If applicable, the Telephone Company will state whether CLECs with space have constructed cages, have placed equipment in the cages and whether such equipment, to the best of the Telephone Company's knowledge, appears to be in use.
2.	The notification shall include an analysis of the central office equipment space, including a description of any obsolete or unused equipment. In addition, the Telephone Company shall detail future plans for reclamation of the space or identified expansion opportunities that may result in space being made available for physical collocation.
3.	The notification shall identify environmental, safety, security and other factors impacting the determination of space exhaustion.
4.	In its notification, the Telephone Company must certify that no administrative central office space could be reduced. The Telephone Company must provide a detailed explanation of this conclusion.

2.4.3	Removal of Obsolete Equipment
A.	The Telephone Company will promptly remove obsolete unused equipment in those central offices experiencing space constraints and in any central offices where a CLEC is collocated or where applications have been received for collocation. In addition, upon reasonable request of a CLEC or upon the order of the DTE, the Telephone Company will remove obsolete unused equipment.
B.	The Telephone Company will review requests to remove equipment on a case by case basis and will be responsible to prove to the DTE that equipment is not unused or obsolete.

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.4	Web Site Posting
A.	The Telephone Company shall state on its web site whether physical collocation is available in each of its central offices. For those central offices for which at least one collocation application has been received, the Telephone Company shall post a dated statement indicating the amount of collocation space estimated as available for physical collocation use.
B.	The Telephone Company shall update its web site information within ten business days if a central office inspection identifies the need for updated information. An update will also be performed when the Telephone Company undertakes any action materially affecting the amount of available collocation space (e.g., assigns space to a CLEC in response to a completed application or constructs an addition to the central office).

2. Physical Collocation
2.5 Splitter Arrangements

2.5.1	Description	
A.	A CLEC must install and connect a splitter arrangement before submitting an order for a line sharing/splitting arrangement. In a line sharing arrangement, Telephone Company-provided dial tone is routed through a CLEC-provided splitter.	(C)
1.	The splitter must be ANSI T1.413 or multiple virtual line compliant. Technical specifications described in Part E, Section 2.3.6 also apply.	
B.	The following splitter arrangement options are available to CLECs.	
1.	**Option A (Splitter in CLEC Physical Collocation Arrangement)—** The CLEC may install a splitter in either a new or existing physical collocation arrangement. The CLEC will be responsible for any rearrangements or augments to the physical collocation arrangement (i.e., additional terminations to the POT bay). The CLEC must maintain the splitter.	
a.	The CLEC must notify the Telephone Company when it will access line sharing/splitting through this option and provide the Telephone Company with any required information.	(C)
2.	**Option C (Splitter in Telephone Company Area)—** The splitter is installed (mounted) in a relay rack between the POT bay and the main distribution frame by the Telephone Company. The Telephone Company will inventory and maintain the splitter in Telephone Company space within the same serving end office as the physical collocation arrangement. The demarcation point is at the splitter end of the cable connecting the CLEC physical collocation arrangement and the splitter. Cabling will be installed by the Telephone Company with the splitter as part of a collocation augment.	
a.	An Option C splitter arrangement generally consists of one shelf in which splitter cards capable of supporting 96 lines are installed. Cabling must be ordered in increments of 200 pairs.	
b.	The Telephone Company will provide a splitter inventory to the CLEC upon completion of the required splitter installation.	

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.1	Application Fee	
A.	For establishment of a multiplexing node the CLEC is responsible to pay an upfront payment.	(C)
1.	**Initial—**Applies when the CLEC is the first applicant for collocation space.	
2.	**Subsequent—**Applies when there is existing collocation room space available to accommodate the space requirements of the CLEC. The fee is the same as the initial fee. Different engineering and administration fees, however, will apply.	
3.	**Cage Expansion and Additional Cabling—**Applies when a CLEC expands the existing multiplexing node and requests additional cabling (contiguous space only); a non-contiguous cage expansion is treated as a subsequent	
4.	**Additional Cabling Only—**Applies when a CLEC requests additional frame terminations at the POT bay. or when a CLEC, within an existing physical or virtual collocation arrangement, requests a splitter arrangement.	
5	**Power Augment Only—**Applies when a CLEC requests additional –48V DC power feeds to the multiplexing node.	

2.6.2	Engineering and Administration Fees
A.	Engineering and Administration fees apply upon completion of the physical collocation arrangement. The Engineering and Administration fees are in addition to the application or augment fee and may include one of the following.
1.	**Initial Arrangement—**Applies when the CLEC is the first applicant for collocation space.
2.	**Subsequent Arrangement—**Applies when there is existing collocation room space available to accommodate the space requirements of the CLEC.
3.	**Cage Expansion and Additional Cabling—**Applies when a CLEC expands the existing multiplexing node and requests additional cabling (contiguous space only); a non-contiguous cage expansion is treated as a subsequent application.
4.	**Additional Cabling Only**
a.	Applies when a CLEC requests additional frame terminations at the POT bay.
b.	Applies when a CLEC, within an existing physical or virtual collocation arrangement, requests a splitter arrangement.
5	**Power Augment Only—**Applies when a CLEC requests additional –48V DC power feeds to the multiplexing node.

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.3	Space Conditioning
A.	Space conditioning charges apply based on the square footage of the actual node (i.e., 25 sq. ft., 100 sq. ft., 300 sq. ft.). An additional square foot charge applies per each 20 square feet added to the 100 sq. ft. node arrangement.

2.6.4	Occupancy	
A.	**Building Expense—**The monthly rate applies per square foot.	
B.	**POT Bay Frame**	
1.	The POT bay frame NRC applies for the investment and/or the installation of the POT bay frame in accordance with the following option chosen by the CLEC. A NRC does not apply when the CLEC purchases and installs a POT bay within the confines of the CLEC multiplexing node.	
a.	**Option 1—**The Telephone Company provides for the material and installation.	
b.	**Option 2—**The CLEC provides the material and transfers ownership to the Telephone Company for the sum of one dollar. The Telephone Company installs the equipment.	
c.	**Option 3—**The CLEC provides the material and installs the equipment within the multiplexing node.	
2.	For Option 2, a monthly rate applies per bay of equipment installed in the common area.	
C.	**DC Power—**Applies for the provision of –48V DC protected power required by the CLEC equipment in the multiplexing node.	
1.	The DC Power Capacity rate is assessed per load amp based upon the total number of load amps ordered on each feed. The rate applies to geographic designations (metro, urban, suburban or rural).	(C)
2.	The DC Power Cable Size Distribution rate is assessed per power cable feed based on the total fused amps per feed.	(C) (C)

2.6.5	Service Access Charge (SAC) POT Bay Termination
A.	The SAC POT bay termination NRCs apply for the termination strip or panel that resides in the POT bay frame. Two SAC POT Bay Termination panels and charges apply for line sharing/line splitting arrangements for each increment of 100 lines or less
B.	The SAC POT bay termination monthly rates apply for the connection of the Telephone Company POT bay to the Telephone Company equipment location(s). It is assessed upon installation of the terminations. Two SAC POT Bay Termination panels and charges apply for line sharing/line splitting arrangements for each increment of 100 lines or less

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.6	SAC Cable and Frame Termination	(N)
A.	The SAC cable and frame termination NRC rates apply for the connection of the Telephone Company cable and frame terminations. It is assessed upon the installation of the terminations and associated cabling. Terminations will connect to a distribution frame as determined by the Telephone Company. Two SAC Cable and Frame Termination charges apply for line sharing/line splitting arrangements for each increment of 100 lines or less	
B.	The SAC cable and frame termination monthly rates apply for the connection of the Telephone Company cable and frame terminations. It is assessed upon the installation of the terminations and associated cabling. Terminations will connect to a distribution frame as determined by the Telephone Company. Two SAC Cable and Frame Termination charges apply for line sharing/line splitting arrangements for each increment of 100 lines or less	(N)

2.6.7	Cable Placement and Splicing	(T)
A.	Hourly rates apply per Telephone Company technician/engineer, for pulling the cable from manhole zero to the splice point. The technician's/engineer's time is multiplied by the appropriate labor rates contained in Part M.	
B.	Time and materials charges also apply for conduit and the cable rack associated with cable pull and splice work when the cable is extended from manhole zero to the multiplexing node.	
C.	When contracted outside labor is provided in association with cable pull and splice work (e.g., police), the Telephone Company will bill the CLEC for all such labor charges that may be incurred.	(T)

2.6.8	Escorting	(T)
A.	NRCs apply when a CLEC requests an escorted visit to its collocation space during the construction phase.	
B.	NRCs will apply when the provisions of this tariff permit the Telephone Company to provide an escort.	
C.	When the Telephone Company provides a qualified representative to accompany a CLEC in all manhole locations, time and materials charges apply.	

2.6.9	Conduit	(T)
A.	Conduit fees apply from the serving wire center manhole to the collocated customer's cage for the conduit and the conduit space. Charges apply monthly, per foot and/or per innerduct if appropriate.	(T) (T)

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.10	Prorating of Special Construction Charges	(T)
A.	The CLEC will be responsible for any nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis and passed through dollar-for-dollar to the CLEC. When appropriate, special construction charges will be prorated to CLECs based upon the relationship of their assigned square footage to the total assignable square feet made available through the special construction project.	

2.6.11	Taxes	(T)
A.	The CLEC is responsible to reimburse the Telephone Company for any taxes that are levied except for income taxes on the Telephone Company resulting from transactions associated with physical collocation.	

2.6.12	Site Survey/Report Fee	(T)
A.	An NRC applies per request, per central office. If a CLEC submits an application for physical collocation within thirty days of receipt of the site survey/report, 50% of this fee will be applied to the CLEC's application fee.	(T)

2.6.13	Security Access Cards	(T)
A.	The security access card NRC is applied either per card or for each five security access cards provided to the CLEC as appropriate.	

2.6.14	Splitter Arrangements	(T)
A.	**Augment NRCs—** When a splitter arrangement is to be installed as part of an existing physical collocation arrangement, the Cable Augment- Line Sharing Splitter Arrangement Application Fee NRC and Cable Augment- Line Sharing Splitter Arrangement Engineering and Implementation NRC contained in Part E, Sections 3.5.2A4 or 3.5.3D will apply.	(C)
B.	**SAC NRC and Monthly Charges –** AC POT Bay Termination and SAC Cable and Frame Termination charges contained in Part E, Sections 2.6.5 and 2.6.6 will apply.	
C.	**Splitter Installation NRC—** Applies, per shelf, only when the Telephone Company installs the CLEC-provided splitter.	
D.	**Splitter Support—** Monthly rate applies, per shelf, for Option C splitter arrangements only**.**	(C)
E.	**Administration and Support of Splitter—** Monthly rate applies, per shelf for Option A splitter arrangements.	(C) (C)
F.	**Maintenance, Administration and Support of Splitter**— Monthly rate applies, per shelf for Option C splitter arrangements.	(C) (C)

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.15	Miscellaneous Collocation Power Service Charge	(T)
A.	Whenever the Telephone Company is required to perform work on a collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Telephone Company will assess a NRC. The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff. If a CLEC orders a power reduction prior to August 10, 2002, where only a change in the fuse size is necessary, the Telephone Company will waive this NRC. This rate will also apply when the Telephone Company performs power inspections revealing a violation.	(X) (T) (X)
B.	If a CLEC orders a change in the power configuration requiring new –48V DC power feeds to the collocation arrangement, the Telephone Company will assess a NRC. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Telephone Company will assess a NRC. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.	(T) (T)
1.	The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff.	

2.6.16	Cable Rack Support	(N)
A.	A monthly rate is assessed per cable, per foot.	(N)

2.6.17	Application of Cross Connect Rates	(N)
A.	Upon approval of this tariff , all cross connects retained by the CLECs will be billed at the monthly recurring rate set forth in Part M, Section 5 of this tariff. In addition, all cross connects retained by the CLECs beyond the return window set forth in B, below, regardless of whether they were originally installed before or after August 5, 2002 and regardless of whether presently or in the future utilized by the CLECs, that had not been in use and billed (had not been "in service") prior to August 5, 2002, will be billed the nonrecurring and recurring charges set forth in Part M, Section 5 of this tariff. CLECs will not be billed nonrecurring charges set forth in Part M, Section 5 of this tariff for any cross connects, ordered and installed under this tariff, utilized and billed to the CLEC on or before August 5, 2002 ("in service" cross connects). Voice Grade cross connects and Line Sharing cross connects provisioned to FCC No. 11 collocation arrangements and billed under DTE 17 and those cross connects billed the DTE 17 rates pursuant to Interconnection Agreements will be subject to the rate restructure defined herein.	
1.	Nonrecurring charges owed to the Telephone Company will be determined by subtracting the number of cross connects in service, as defined in A, above, and the number of cross connects returned to the Telephone Company, pursuant to B through D below, from the total number of cross connects installed for all of the collocation arrangements in the state.	(N)

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.17	Application of Cross Connect Rates	(N)
B.	No later than three (3) months after approval of the tariff, the Telephone Company will inform each CLEC in writing of its total number of cross connects, inventoried by central office and cross connect type (e.g., Voice Grade, Line Sharing, DS1, DS3 and Fiber) as of December 31, 2002. (This notice will not reflect cross connects ordered prior to December 31, 2002, but not yet installed as of December 31, 2002.) The Telephone Company will also inform each CLEC of its combined total number of cross connects in service, as defined in A above, for DTE 17 collocation arrangements as of August 5, 2002. No later than thirty (30) days after the Telephone Company notifies the CLEC under this Section, each CLEC must notify the Telephone Company, in writing, of the number of cross connects, if any, it intends to return to the Telephone Company. Cross connects must be returned in consecutive 200-pair complements for Line Sharing Voice Grade, consecutive 100-pair complements for other Voice Grade, consecutive 28-pair complements for DS1 and 12-pair complements for Fiber. DS3 cross connects may be returned in single complement(s). There must be no working circuits in any complement.	
C.	The CLECs will not be assessed non-recurring charges set forth in Part M, Section 5, of this tariff for the cross connects they return to the Telephone Company pursuant to the conditions specified in this Section. CLECs may return any cross connects installed and may cancel orders for any cross connects ordered but not yet installed. The non-recurring charges set forth in Part M, Section 5 of this tariff will be billed to any cross connects that were not in service, as defined in A, above, as of August 5, 2002 and were not returned to the Telephone Company prior to the end of the return window. In addition, in order to avoid being billed the nonrecurring charges set fort in Part M, Section 5 of this tariff, the CLEC, prior to the end of the return window, must remove all cabling for any cross connects it elects to return to the Telephone Company. If the CLEC does not remove the cabling from the Pot Bay or SPOT Bay, the CLEC will be billed the non-recurring and recurring charges set forth in Part M, Section 5 of this tariff.	
D.	The Telephone Company will bill CLECs the recurring charges set forth in Part M, Section 5 for all cross connects in place (whether in service or not) as of August 5, 2002, except for those cross connects identified by the CLEC pursuant to the requirements of this Section to be returned to the Telephone Company CLECs may return cross connects to the Telephone Company after the closing of the return window and by doing so avoid future recurring charges (but CLECs returnning cross connects after the closing of the return window will still be billed the non-recurring charge). The CLEC will be billed for recurring charges until CLEC cabling has been removed from the complements designated for return.	
E.	The Telephone Company and the CLECs will work in good faith to resolve any discrepancies as to the number of cross connects ordered by the CLEC and in service prior to August 5, 2002. Any disputes between the Telephone Company and the CLEC over the number of cross connects ordered or in service may be brought to the DTE by a Joint Petition of the affected parties. The affected parties agree to ask the DTE to resolve the dispute on an expedited basis. Upon DTE resolution of the dispute, CLECs will have 30 days to return any of the disputed cross connects to the Telephone Company. The Telephone Company will have 4 months from this date to bill the CLEC.	(N)