

PSC NY No. 8--COMMUNICATIONS

Verizon New York Inc.

Section 14
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Network Interconnection Services

14. Collocation
14.1 Description

Unless otherwise specified herein the general regulations specified in Sections 1, 2, 3, and 4 apply and are in addition to the regulations for collocation specified in this tariff. Rates and charges for the individual collocation arrangements/offers are contained in Sections 35.15 through 35.24. (T)

14.1.1 General	
A.	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/wire centers as specified in NECA Tariff FCC No. 4.
B.	Connection to physical or virtual collocation is available through fiber optic, microwave facilities or leased facilities of a third party. All collocation may be accomplished through physical collocation, virtual collocation or both, except in those instances where insufficient space is available to accommodate physical collocation.

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14. Collocation
14.2 Forecasting and Forecast Requirements

14.2.1	Description
A.	<p>Forecast Requests—The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLECs will be required to update the near-term (six month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical, and square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitters arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.</p>
1.	<p>If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned.</p>
2.	<p>If the Telephone Company commits to condition space based on forecasts, CLECs assigned space will give the Telephone Company a non-refundable deposit equal to the application fee.</p>
3.	<p>The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites.</p>
4.	<p>The Telephone Company will consider forecasts in staffing decisions.</p>
5.	<p>The Telephone Company will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.</p>
B.	<p>The Telephone Company will aggregate data received in CLEC forecasts and provide the CLECs with information which includes the central offices requested, the number of virtual and physical applications for each central office, and any previously known space constraints.</p>
C.	<p>Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason).</p>
D.	<p>Interval Adjustments/Postponements—Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows:</p>
1.	<p>No Forecast Received—Interval start date commences two months after application receipt date.</p>
2.	<p>Forecast Received One Month or Less Prior to Application Receipt Date—Interval start date commences two months after application receipt date.</p>
3.	<p>Forecast Received Greater than One Month and Less Than Two Months Prior to Application Receipt Date—Interval start date commences one month after application receipt date.</p>

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14.2.1	Description
D.	(Continued)
4.	Forecast Received Two Months or More Prior to Application Receipt Date—Interval start date commences on the application receipt date.

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14.2.2	When Forecasts Indicate That Not All Requests Can Be Fulfilled In a Particular Central Office Due to Limited Available Space
A.	The Telephone Company will inform all forecasting CLECs of the total square footage available and the total number of CLECs requesting space in that central office. The Telephone Company will offer each CLEC an equal share of the central office space, and request applications immediately, with appropriate fees, to reserve the space. The CLECs will have one month to respond. If a CLEC does not respond within the specified time, its apportioned share will be allocated evenly among those that do respond
B.	If there is not enough space available to provide all requesting CLECs with a minimum configuration (i.e., 25 square feet), a drawing for the space will be held, with appropriate guidance and participation from the PSC. The Telephone Company will inform each CLEC of the number of requesting CLECs and the quantity of CLECs that can be accommodated in the available space. The Telephone Company will request applications immediately, with appropriate fees, to enter the drawing. Each CLEC will have one month to respond or be ineligible for the drawing. The Telephone Company will then forward the list of qualifying applications to PSC staff. Applications and associated fees will be returned to those not selected in the drawing.

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14. Collocation
14.3 Termination of Arrangement

14.3.1	Description
A.	The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. The Telephone Company shall notify the CLEC of such termination immediately after it receives notice of the taking. The CLEC shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement 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 such termination. Nothing herein shall be construed as preventing the CLEC from making its own claim against the eminent authority ordering the taking of the collocated space area of the Telephone Company office premises for the CLEC's relocation expenses.
B.	If at anytime the Telephone Company reasonably determines that any CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment does not meet the requirements of these terms and conditions, the CLEC will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the CLEC fails to correct any non-compliance with these standards within 15 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, subject to the collocation dispute resolution procedures.
C.	If the Telephone Company reasonably determines that any CLEC's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The CLEC will be charged for any costs incurred as a result of such actions.
D.	<p>The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.</p> <ol style="list-style-type: none"> <li data-bbox="233 1329 1312 1457">1. Upon non-payment of any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on 30 days advance notice in writing to the CLEC without incurring any liability, discontinue the furnishing of a new or existing arrangement, subject to the provisions for dispute resolution. <li data-bbox="233 1472 1312 1535">2. The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction. <li data-bbox="233 1549 1312 1646">3. In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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14.3 Termination of Arrangement

14.3.2 Grounds for Termination by the Telephone Company	
A.	The Telephone Company reserves the right to inspect the CLEC's collocation arrangement to determine if the collocation arrangement is being used for interconnection and/or access to unbundled network elements. If the Telephone Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements, the Telephone Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days notice.
B.	If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 14.3.4.

14.3.3 Termination By CLEC	
A.	A CLEC must notify the Telephone Company in writing of its plans to terminate a collocation arrangement ("CLEC Termination Notice"), and such CLEC termination shall be governed by this Section.
1.	Termination After Completion - If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Telephone Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 14.3.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 15.1.1.D.1. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

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14.3.3 Termination By CLEC (Cont'd)	
A.	(Cont'd)
2.	Termination Prior to Completion - If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Telephone Company's receipt of the CLEC Termination Notice. Application fees submitted will not be refunded.
	The CLEC Termination Notice must be received by the Telephone Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

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14.3 Termination of Arrangement

14.3.4 Effect Of Termination	
A.	<p>If the Telephone Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply:</p> <p>1. Equipment Removal and Monthly Recurring Charges - The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Telephone Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC's cables will be at the Telephone Company's option.</p> <p>The Telephone Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 35.15 for the removal and disposal of such equipment.</p> <p>All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Telephone Company's discretion, until any later date, not to exceed 60 days, that all equipment is removed and the collocation space is restored to its original condition at space turnover.</p>

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14. Collocation
14.4 Dispute Resolution

14.4.1 General	
A.	If a dispute arises between the Telephone Company and the CLEC, the following process, which shall be overseen by the PSC, shall be followed to resolve such dispute.

14.4.2 Procedures	
A.	Inter-Company Review Board —To assist in the resolution of disputes between the Telephone Company and the CLEC, the parties shall establish an inter-company review board consisting of at least one representative from each party at the director or above level (or such lower level as the parties agree). The parties may change their designee, or select an alternative designee, as required or deemed appropriate, without notice.
B.	Informal Negotiation of Disputes —Either party may initiate the procedures set forth herein by providing notice of the existence of a dispute. The petitioning party shall also serve the PSC and the inter-company review board with a copy of the notice. <ol style="list-style-type: none"> The parties shall have an initial 30 day period beginning from the date on which either party has provided written notice to the other party identifying the existence of a dispute within which to resolve the dispute themselves, without mediation or arbitration as provided below. If a dispute arises between the Telephone Company and the CLEC the following process, which shall be overseen by the PSC, shall be followed to resolve such dispute. The parties shall make reasonable efforts to meet as often as necessary but not less than one time each week in an effort to resolve a dispute. The parties may also mutually agree to other informal resolution processes for specific circumstances, including, but not limited to commercial mediation or arbitration prior to requesting the PSC initiate mediation or arbitration of any dispute between the Telephone Company and the CLEC.
C.	Formal Mediation or Arbitration of Disputes by the PSC —If the inter-company review board is unable to resolve a dispute within 30 days (or such other period agreed to in writing by the parties) either party may petition the PSC. The initial petition shall be for mediation. If agreement cannot be reached through mediation, the aggrieved party may then petition the PSC for investigation/arbitration. The mediation and investigation/arbitration process shall be overseen by the PSC. <ol style="list-style-type: none"> A request for mediation shall be submitted in writing to the PSC, with a copy served on the other party.

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14.4 Dispute Resolution

14.4.2 Procedures	
C. (Continued)	
2.	The period of mediation shall be 60 days commencing on the date of filing of such petition for mediation. Such petition shall include a request to the PSC to choose a mediator within the first 10 days of such 60 day period, and the mediation shall be conducted by a mediator designated by the PSC. The PSC may assign a staff person or a professional mediator, funded by the petitioning party, to conduct the mediation. The parties shall cooperate in good faith with the mediator to resolve the dispute within such 60 day period. If, at any date following the 45th day of such 60 day period, the parties have not resolved their dispute, the parties may request the mediator formally declare a deadlock.
3.	Following either expiration of the 60 day mediation period without resolution of the dispute between the parties, or the formal declaration of a deadlock by the mediator which ever is earliest to occur, either party may petition the PSC to open an expedited investigation/arbitration into the dispute. The petition should include a comprehensive explanation of the dispute (e.g., unresolved issues, areas of agreement, stipulations of fact), as well as all relevant correspondence exchanged during negotiations or mediation. The petitioning party shall provide a copy of the petition to the other party on the same day that it is filed with the PSC. The petition shall include a request to open an expedited investigation/arbitration within 10 business days of receipt of its petition. The PSC may assign a staff person or a professional arbitrator, funded by the petitioning party, to conduct the mediation. The expedited investigation/arbitration shall be no more than 60 days. The staff person or arbitrator shall issue and serve his or her decision and award on the parties within 20 business days of the close of the investigation/arbitration. Any such decision shall be submitted to the PSC for approval.

14.4.3 Confidentiality	
A.	The Telephone Company, the CLEC, and the mediator or arbitrator will treat the mediation or arbitration proceedings, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.
B.	In order to maintain the privacy of all mediation or arbitration conferences and hearings, the mediator or arbitrator shall have the power to require the exclusion of any person, other than a party, counsel thereto, or other essential persons.

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14.4 Dispute Resolution

14.4.3 Confidentiality	
C.	To the extent that any information or materials disclosed in the course of mediation or arbitration proceedings contain proprietary, trade secret or confidential information of either party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either party from disclosing the other party's information to the mediator or arbitrator in connection with or in anticipation of mediation or arbitration proceedings. In addition, the arbitrator may issue orders to protect the confidentiality or proprietary information, trade secrets, or other sensitive information in the event the parties cannot agree upon an agreement to govern the handling of such information.

14.4.4 Notices	
A.	Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed telecopier transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the CLEC's authorized representative.
B.	Notice shall be given to the Telephone Company's Director Wholesale Markets, One Verizon Way, 2 nd floor, Basking Ridge, NJ 07920. Telecopier (908)696-2224. (T)
1.	A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's General Counsel, 140 West Street, 27th Floor, New York, NY 10007. Telecopier: (212) 962-1687. (T)
C.	Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received. (T)

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14. Collocation
14.5 Collocation Capacity

14.5.1	Description	
A.	Telephone Company Capacity—The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Telephone Company and the CLEC fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the PSC staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.	(C) (C)
1.	If the Telephone Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described in Section 14.5.1.A will be held accountable for the accuracy of their forecasts.	(C) (C)
B.	Vendor Delays—No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.	(C)
C.	Vendor Capacity—The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.	(C)
1.	CLECs may also contract with Telephone Company approved vendors directly for a variety of the functions required, as follows.	
a.	Physical Collocation—CLECs can contract directly for cage construction, electrical outlets, lighting, ground bar and POT bay installation in their cages.	
b.	Virtual Collocation—CLECs can contract directly for the engineering and installation of the transmission equipment, including interconnection access cabling and fiber splicing.	

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14. Collocation

14.6 Implementation of Collocation Charges

14.6.1	Description
A.	<p>The Telephone Company shall provide the CLEC with a notice ("Scheduled Completion Notice") as noted in Section 15.4.1.C.2 indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and request the CLEC to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement.</p>
1.	<p>Collection of Non-Recurring Charges - The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 15.1.1.D.1. The balance of the NRCs ("NRC Balance") will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.</p>
2.	<p>Commencement of Recurring Charges - Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 14.3.4.</p>
3.	<p>Extension Request - A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 14.3.4.</p>
B.	<p>If the Telephone Company believes the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Telephone Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after receipt of the notification to retain the collocation space by notifying the Telephone Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC accepts the space, whichever comes first.</p>

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14. Collocation]
 14.7 Closure, Decommissioning or Sale of Premises]

14.7.1	Description
A.	<p>Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Telephone Company's network facilities. At least one hundred eighty (180) days written notice will be given to the CLEC of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the CLEC as soon as practicable. The Telephone Company will work with the CLEC to identify alternate collocation arrangements. The Telephone Company will work cooperatively with the CLEC to minimize any potential for service interruption resulting from such actions.</p>

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