

PSC NY No. 8--COMMUNICATIONS

Verizon New York Inc.

Section 15
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Network Interconnection Services

15. Physical Collocation
15.1 General

Rates and charges for service explained herein are contained in Section 35.15.

15.1.1	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/wire centers listed in NECA Tariff FCC No. 4.
1.	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.
B.	Physical collocation will be provided to CLECs on a first come, first served basis subject to tariff provisions for forecasts. The CLEC shall complete a written application for occupancy of any 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.	Subject to forecasting requirements, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight business days after receipt of an application. The Telephone Company's response will be one of the following.
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 20 business days. At the end of this period, the Telephone Company will proceed as described in Section 15.1.1C1 or 15.1.1C2.

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15.1.1	Description
D.	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 business days. If the application is deficient, the Telephone Company will specify in writing, within eight 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.
1.	The CLEC shall have nine business days from receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation services.
E.	If a CLEC requests to physically collocate at other technically feasible points necessary for access to unbundled elements and interconnection, the CLEC must submit the request via the bona fide request as specified in PSC NY No. 10.
F.	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.
G.	The Telephone Company will assign collocation space to CLECs in a just, reasonable, and nondiscriminatory manner. The Telephone Company will allow CLECs requesting physical collocation to submit space preferences on the application. The Telephone Company will assign physical space in accordance with the following standards: <ol style="list-style-type: none"> <li data-bbox="235 1186 1315 1228">1. The CLEC's collocation costs cannot be materially increased by the assignment; <li data-bbox="235 1228 1315 1312">2. The CLEC's occupation and use of the Telephone Company's central office cannot be materially delayed by the assignment; <li data-bbox="235 1312 1315 1396">3. The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and <li data-bbox="235 1396 1315 1463">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.

(C)
(C)

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15.1.1	Description
H.	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.

15.1.2	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 the 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 10 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.

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See Section 1.1.20 for Statement of Company's Reservation of Objections.

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Verizon New York Inc.

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15.1 General

15.1.3 Space Limitations		
A.	<p>Verification of Space Limitations—When sufficient space is not available to accommodate a physical collocation request at a Telephone Company central office, the Telephone Company will, within an additional 10 calendar days of denying a request, allow CLECs to tour the Telephone Company central office where sufficient space is not available upon signing a confidentiality agreement. Where requests from multiple CLECs are denied for the same Telephone Company central office, the Telephone Company may coordinate tours of the Telephone Company central offices with the CLECs and PSC staff. Such tour will not be restricted to the room in which space was denied but may include the entire central office. In addition, the Telephone Company will provide PSC staff with floor plans, future use information, etc., as requested by PSC staff.</p> <p>1. If a Telephone Company central office has been deemed by the PSC to be space exempt due to space exhaustion, no further tours will be given unless conditions affecting space availability have changed (e.g., equipment removal) unless requested by the PSC.</p> <p>2. The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space, and will provide construction plans for empty space upon PSC staff request.</p>	(C)
B.	<p>When no space is available for physical collocation the Telephone Company will inform the PSC as soon as it determines it will be unable to fulfill a request, based on applications, six month forecasts, or as soon as it otherwise becomes aware that there is no further space available for physical collocation.</p> <p>1. The Telephone Company will post a list on its website of all central offices that have been identified as having no space for physical collocation and update the list within 10 calendar days of the date at which a central office runs out of physical collocation space.</p>	(C)
C.	<p>Raw Space Conversion—The Telephone Company will inform the PSC as soon as it knows it will require raw space conversion to fulfill a request based on application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.</p> <p>1. The Telephone Company will post a list of all such sites on its website, and will update the list as additional locations become known.</p>	

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15.1.4 Deployment Requirements	
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 to 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 cable(s).
B.	The CLEC 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 innerduct. 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.
C.	The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned within three years as its primary use.
D.	The CLEC is responsible for installing and maintaining a splice where its fiber optic feeder cable meets its fire retardant inside riser cable within the central office cable vault or designated splicing chamber.
1.	The splice in the central office cable vault must be a mechanical splice.
E.	The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The CLEC must 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 the escorting NRC.
G.	The CLEC is responsible for placing its 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 (TR-NTW-000409 and national electrical code) 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.

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15.1 General

15.1.4 Deployment Requirements		
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:]
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)(1)
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 also must 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.]
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.	(C)(1)
1.	The CLEC shall not place in its multiplexing node equipment that is used for enhanced services.	(C)
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)(1)

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15.1.4 Deployment Requirements		
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 specification 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.	Prior to installation of the CLEC's facilities or transmission 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)

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15.1 General

15.1.4 Deployment Requirements	
N.	The CLEC will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office multiplexing node. The CLEC has the option of directly contracting with Telephone Company approved vendors to construct the multiplexing node. This construction is limited to the multiplexing node itself, the door and associated superstructure, AC convenience outlets, overhead lighting, ground bar, and the necessary racking to leave the node and access the overhead common racking for CLECs and the necessary racking to access the Telephone Company owned and installed POT Bay. The multiplexing node and associated electrical work must conform to Telephone Company engineering specifications.
O.	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(s). 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.
P.	Method of procedures (MOP) detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all Physical Collocation equipment installation. The MOP 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 MOP at the multiplexing node while performing any installation functions.

15.1.5 Point(s) 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 POTs 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.

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15.1 General

15.1.5 Point(s) of Termination	
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 and the associated terminations, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node. The CLEC will transfer ownership of the POT bay for the sum of one dollar. After successful installation, an asset transfer record will be made and both the Telephone Company and the CLEC will sign and retain a copy.
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.

15.1.6 Safety and Security Measures	
A.	The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have access to the areas where the CLEC's multiplexing node is located 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) under escort. 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 Company collocation security guidelines, which will be provided upon request. 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.

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15.1.6 Safety and Security Measures	
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 and contractors of the Telephone Company's affiliates and subsidiaries will be subject to the same restriction.
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.
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: <ul style="list-style-type: none"> 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 separation; 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.
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.

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15.1.6 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(s) 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.	(T)
F.	Where the CLEC provides the security device for its multiplexing node, the CLEC will provide the Telephone Company the keys for direct access to the node in the event of an emergency and to perform its required housekeeping and 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, the CLEC or its approved vendor will have access to its multiplexing node and any room or area where the CLEC is installing equipment (i.e., cable vaults, roof tops or alternate splice areas). The CLEC may be escorted in areas outside its multiplexing collocation node by qualified Telephone Company employees for these occasions, subject to the escort charge.	(T)
H.	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)
I.	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)
J.	The CLEC agrees that its employees/vendors with access to Telephone Company central office(s) 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)

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Network Interconnection Services

15. Physical Collocation

15.1 General

15.1.7 Damage to the Multiplexing Node	
A.	If the collocation equipment location or any part thereof is 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 except as set forth following:
1.	If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by the Telephone Company, the damages thereto shall be repaired by and at the expense of the Telephone Company. Monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location which is usable. The Telephone Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in Section 15.1.7.B. If the Telephone Company elects to restore the collocation equipment location, the Telephone Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Telephone Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. (C)
2.	If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Telephone Company, then applicable monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored by the Telephone Company. The Telephone Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in Section 15.1.7.B. If the Telephone Company elects to restore the collocation equipment location, the Telephone Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Telephone Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. (C)
3.	If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the CLEC, then the applicable monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall be apportioned according to the part of the collocation equipment location which is usable until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Telephone Company-approved contractor and must be approved in advance by the Telephone Company. The Telephone Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions specified in Section 15.1.7.B. (C)

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15.1.7 Damage to the Multiplexing Node (Cont'd)	
A.	(Cont'd)
4.	If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Telephone Company may terminate the CLEC's collocation arrangement immediately.
B.	<p>If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it, then, in any of such events, the Telephone Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, the Telephone Company will provide the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Telephone Company's rights against the CLEC under this tariff, prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing, shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC which were on account of any period subsequent to such date shall be returned to the CLEC.</p> <p>After any such casualty and upon request by the Telephone Company, the CLEC shall remove from the collocation equipment location and other associated space, as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.</p>
C.	In the event recurring charges or any portion thereof were suspended pursuant to Section 15.1.7.A, the CLEC's liability for applicable full monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Telephone Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.

] (N)
] (T)
(C)

Effective July 28, 2003, under authority of the Public Service Commission, State of New York, Special Permission Order No. T&T , dated
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By Sandra Dilorio Thorn-General Counsel
1095 Avenue of the Americas, NY, NY 10036

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Verizon New York Inc.

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Network Interconnection Services

15. Physical Collocation
15.1 General

15.1.7 Damage to the Multiplexing Node (Cont'd)		
D.	Nothing contained in these provisions shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty.	(T)
E.	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 to its property resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law. The Telephone Company and the CLEC each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.	(T) (C)
F.	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 therefore will not be obligated to repair any damage thereto or be obligated to replace the same.	(T)

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15. Physical Collocation
15.2 Responsibility of the Telephone Company

15.2.2 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 foot 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 within 30 business days.

(M)

15.2.3 Reclamation of Space/Right to Terminate or Rearrange	
A.	The Telephone Company shall have the right, upon six month's notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node transmitter/receiver space, roof space, cable space or conduit in order to fulfill its obligations under state and federal laws and Telephone Company tariffs, to provide telecommunications services to its customers. In the event of such a reclamation, the Telephone Company will reimburse the CLEC for reasonable direct costs in connection with the removal of the CLEC's equipment.

(M)

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15. Physical Collocation
15.2 Responsibility of the Telephone Company

15.2.3 Reclamation of Space/Right to Terminate or Rearrange	
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 PSC.
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.
D.	The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, POT and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, transmission equipment and structures. The CLEC will be responsible for relocating its transmission 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.

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15. Physical Collocation

15.2 Responsibility of the Telephone Company

15.2.3 Reclamation of Space/Right to Terminate or Rearrange	
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(s) 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 shall mean that substantially all of the floor space is taken by the transmission 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(s) 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 there is a pending CLEC request for collocation, the Telephone Company shall provide 60 days' notice of its intent to reclaim space. In the event the CLEC has not occupied its multiplexing node, the CLEC will be given 120 days after the Telephone Company turns over occupancy of the multiplexing node in which to provision the multiplexing node with transmission equipment before the space may be reclaimed.
I.	If a notice of reclamation is served, the aggrieved CLEC will be given 10 days from receipt of the notice to apply to the PSC for relief, upon good cause shown. The CLEC shall be responsible for any outstanding fees, rates and charges in existence at such time.
J.	The subsequent CLEC shall be responsible for any costs directly attributable to the reclaiming of the space previously assigned to the existing CLEC.
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15.2 Responsibility of the Telephone Company

15.2.4 Removal of Equipment	
A.	Obsolete Equipment—Upon reasonable request of a CLEC or upon the order of the PSC, the Telephone Company will remove obsolete unused equipment. The Telephone Company will review requests to remove equipment on a case-by-case basis and will be responsible to prove to the PSC that equipment is not unused or obsolete.
B.	Noncompliant—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.
1.	The Telephone Company will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

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15. Physical Collocation
15.3 Responsibility of the CLEC

15.3.1 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 collocation project manager at the following address.
1.	Collocation Project Manager--Verizon, 185 Franklin Street, Room 594, Boston, MA 02110
a.	Fax: (617) 743-4830.
b.	e-mail: collocation.applications@verizon.com

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15.3.2 Cabling	
A.	The CLEC is responsible for procuring, installing and maintaining all cables from manhole zero to the Telephone Company POT, including fiber optic feeder cable into the central office cable vault, fire retardant riser cable between the cable vault and the multiplexing node and all cables from the multiplexing node to the POT or between multiplexing nodes established by the same CLEC.
B.	The CLEC will also be responsible for installing and maintaining the splice in the cable vault, or ASA, as designated by the Telephone Company.
1.	Alternatively, the CLEC may purchase unbundled transport from another CLEC or from the Telephone Company as offered under PSC NY No. 10.

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15.3.3 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 New York 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.

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15.3 Responsibility of the CLEC

15.3.3 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 30 days advance notice of cancellation, modification, or renewal of the policy from the CLEC's insurance company.
1.	Notices should be forwarded to the follow telephone contact at the following location. Collocation Project Manager--Verizon, 185 Franklin Street, Room 594, Boston, MA 02110
a.	Fax: (617) 743-4830
b.	e-mail: collocation.applications@verizon.com
F.	The CLEC must also conform to the same recommendation(s) made by the Telephone Company's insurance companies to which the Telephone Company has already agreed or to which it shall hereafter agree.
G.	Self Insurance--If the CLEC net worth exceeds \$100,000,000, the CLEC may elect to self insure and thereby assume the coverages, protections and payments that otherwise would have been provided or made to or on behalf of the Telephone Company under the insurance provisions set forth in this section. 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. The CLEC is subject to the same liability and indemnification provisions set forth herein.

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15.3.4 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.
B.	To avoid safety hazards, no fusion splicing will be permitted.

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15.3 Responsibility of the CLEC

15.3.5 Inspections	
A.	The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC will provide emergency access to its multiplexing node and transmitter/receiver space(s) 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 24 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 12 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 15 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.
C.	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 New York. 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 30 calendar days to submit its power attestation. Failure to submit the required statement within the 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.

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15.3 Responsibility of the CLEC

15.3.5	Inspections	
D.3	(Continued)	
b.	The Telephone Company will assess the miscellaneous collocation power service charge for performing this inspection.	(M)
c.	The CLEC may perform its own inspection at the CLEC's arrangement. 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 arrangement at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own arrangement. 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.	(M) (C)
d.	If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the CLEC with written notification, within ten business days, by certified US mail to the person designated by the CLEC to receive such notice and the Director of the Communications Division of the PSC that the CLEC 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)
e.	The Telephone Company will maintain a file of results taken of any inspections for two 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 may invoke the dispute resolution process in the applicable interconnection agreement. The dispute resolution process can be initiated by either party after thirty calendar days have elapsed. This period commences (1) ten 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 beyond the buffer zone.	(N)

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15.3 Responsibility of the CLEC

15.3.5	Inspections	
D.3	(Continued)	
	<p data-bbox="240 533 1321 764">g. With the notification required by subparagraph D.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 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 15.3.5C preceding.</p> <p data-bbox="240 764 1321 835">4. If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows.</p> <p data-bbox="240 835 1321 1037">a. For the first such violation within the same consecutive twelve month period, the CLEC will be billed the audited load amount for four months. The CLEC will pay a separate and additional penalty to the New York State Department Taxation and Finance, measured as the difference between the billing of the fused capacity and the billing at the audited load for four months. The CLEC must send notice to the Telephone Company of its payment to the New York State Department Taxation and Finance within ten calendar days of making the payment.</p> <p data-bbox="240 1037 1321 1239">b. For the second such violation within the same consecutive twelve month period, the CLEC will be billed the audited load amount for five months. The CLEC will pay a separate and additional penalty to the New York State Department Taxation and Finance, measured as the difference between the billing of the fused capacity and the billing at the audited load for five months. The CLEC must send notice to the Telephone Company of its payment to the New York State Department Taxation and Finance within ten calendar days of making the payment.</p> <p data-bbox="240 1239 1321 1440">c. For the third such violation within the same consecutive twelve month period, the CLEC will be billed the audited load amount for six months. The CLEC will pay a separate and additional penalty to the New York State Department Taxation and Finance, measured as the difference between the billing of the fused capacity and the billing at the audited load for six months. The CLEC must send notice to the Telephone Company of its payment to the New York State Department Taxation and Finance within ten calendar days of making the payment.</p> <p data-bbox="240 1440 1321 1604">d. For more than three violations within the same consecutive twelve month period, upon authorization by the Director of the Communications Division of the PSC, the Telephone Company will bill the CLEC for the full fused capacity for each of the next six bill periods following the authorization and will 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 New York State Department Taxation and Finance.</p>	<p data-bbox="1338 533 1369 567">(N)</p> <p data-bbox="1338 1570 1369 1604">(N)</p>

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15.3 Responsibility of the CLEC

15.3.5 Inspections	
D.4.	(Continued)
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 New York State Department Taxation and Finance, under the provisions set forth preceding. The Telephone Company will provide a copy of the CLEC notification to the Director of the Communications Division of the PSC, under seal.
5.	At the conclusion of any dispute resolution proceeding in which the Telephone Company receives a favorable ruling, the above penalties (including the revised billing) will be self-executing. The Telephone Company will notify the Director of the Communications Division of the PSC of the violation as described in 4.3.
6.	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 would not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4. preceding.

(N)

(N)

15.3.6 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 such as NEBS Compliance documentation, 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).

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15.3 Responsibility of the CLEC

15.3.7 Technical Specification		
A.	CLEC equipment must fully comply with GR-63-CORE, GR-1089-CORE and IP-72202, 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.	(T)
B.	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 the Telephone Company's RNSA-NEB-95-0003, Revision 8 or higher.	
C.	The CLEC may install equipment that has been deployed by the Telephone Company for five years or more with a proven safety record.	
D.	CLEC equipment and installation of the CLEC's equipment must also comply with IP-72202. All CLEC entrance facilities and splices must comply with GR-20-CORE, NX620020912NY, NX620020911NY, NX620020913NY, and NX620020910NY, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities.	(T)
E.	CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of NEC, NESC, OSHA, and any governing authority having jurisdiction.	(T)
F.	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, and GR-1089-CORE. This equipment must also fully comply with the IP-72202 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.	(T)
G.	Where a difference may exist in the technical specifications, the more stringent shall apply.	

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15. Physical Collocation
15.3 Responsibility of the CLEC

15.3.8 Jurisdictional Reporting Requirements	
A.	Effective on the first of January, April, July and October of each year, the CLEC must provide a projected interstate usage percentage. The CLEC shall forward to the Telephone Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. The revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November). No prorating or back billing will be done based on the report. If the CLEC does not supply the report, the Telephone Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the CLEC, the Telephone Company will assume the percentage to be zero for interstate and 100% for intrastate activity.
15.3.9 Use of Vendors	
A.	The CLEC must perform all work using vendors that meet the same requirements as vendors who perform work for the Telephone Company. Such vendors must comply with the requirements specified in the Telephone Company's certification process for central office detail engineering and installation/removal service, (i.e., NIP-74166, Issue No. 1).

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Network Interconnection Services

15. Physical Collocation

15.4 Joint Planning and Implementation Intervals

15.4.1	Description	
A.	<p>The Telephone Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by 15 business days resulting in a 91 business day interval. The interval for collocation augments which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use in accordance with the terms and conditions approved by the Carrier Working Group. Such augments are limited to the following:</p> <ol style="list-style-type: none"> 1. 800 2 wire voice grade terminations, or 2. 400 4 wire voice grade terminations, or 3. 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or 4. 28 DS1 terminations, or 5. 24 DS3 terminations, or 6. 12 fiber terminations, or 7. Conversion of 2-wire voice grade to 4-wire (minimum 100 – maximum 800), or 8. 2 feeds (1A and 1B) DC power fused at 60 amps or less, or 9. DC Power, as defined in 8. preceding, plus any one (1) additional item, as defined in 1. through 7. preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations, or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless the CLEC can demonstrate to the Telephone Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45-business day augment interval, or b) the CLEC can demonstrate other good cause or causes to the Telephone Company that the CLEC's cross connect capacity may be exceeded by the end of the 45 -business day augment interval. 	<p>(C) (C) (C) (C) (T) (T) (N) (N)</p>
B.	<p>For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.</p>	(C)
C.	<p>The following standard implementation milestones will apply, in business days, unless the Telephone Company and the CLECs jointly decide otherwise.</p> <ol style="list-style-type: none"> 1. Day 1—CLEC submits completed application and associated fee. 2. Day 8—The Telephone Company notifies CLEC that request can be accommodated and advises of due date. 3. Day 17—CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment. 	<p>(C) (C)</p>

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15. Physical Collocation
15.4 Joint Planning and Implementation Intervals

15.4.1	Description
C.	(Continued)
4.	Day 30—Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting).
5.	Day 45—Augment (as defined in Section 15.4.1 preceding) completes.
6.	Day 76—The Telephone Company and CLEC attend collocation acceptance meeting and the Telephone Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not included in Section 15.4.1 preceding.
D.	The 45 business day interval is subject to the following requirements. 1. Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.). 2. The CLEC must install sufficient equipment to support requested terminations/facilities. 3. In large central offices with complex cable runs (i.e., multiple floors), the Telephone Company may request to negotiate extensions to the 45 business day interval.
E.	A preliminary schedule will be developed outlining major milestones.
F.	The CLEC and the Telephone Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Telephone Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Telephone Company and the CLEC cannot agree, the dispute will be submitted to the Director of the Communications Division of the PSC for prompt resolution. The Telephone Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process.
G.	In the case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC's work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.
H.	
I.	Intervals for non-standard arrangements, including Adjacent Collocation, shall be mutually agreed upon by the CLEC and the Telephone Company.
J.	

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15. Physical Collocation
15.5 Splitter Arrangements

15.5.1 Splitter in CLEC Physical Collocation Arrangement (Option A)	
A.	The CLEC must provide, install and maintain the splitter in its physical collocation arrangement.
1.	The splitter may be installed as part of an initial or subsequent physical collocation application. When the splitter is to be installed as part of an initial physical collocation implementation, the splitter may be ordered as part of the initial physical collocation application. When a splitter and associated cable and frame terminations are to be installed as part of an existing physical collocation arrangement, the splitter installation may be ordered thru a physical collocation augment application.
2.	The Telephone Company-provided dial tone is routed through the splitter in the CLEC's physical collocation arrangement.
B.	The CLEC must notify the Telephone Company when using Option A to establish a line sharing/line splitting arrangement through this option and provide the Telephone Company with any required information. (C) (C)
C.	The CLEC will be responsible for any rearrangements or augments to the physical collocation arrangement (i.e., additional terminations to the POT bay). The tariff provisions governing physical collocation will apply.

15.5.2 Splitter in Telephone Company Area (Option C)	
A.	The splitter will be installed (mounted) in a relay rack in a virtual collocation arrangement between the POT bay and the main distribution frame.
1.	At the option of the CLEC, installation of the splitter may be performed by the Telephone Company or by a Telephone Company approved vendor designated by the CLEC.
B.	Cabling will be installed by the Telephone Company or a Telephone Company approved vendor with the splitter as part of the physical collocation augment. The tariff provisions governing physical collocation will apply.
C.	The demarcation point is at the splitter end of the cable connecting the CLEC physical collocation arrangement and the splitter.
D.	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.
E.	The Telephone Company will inventory and maintain the splitter in Telephone Company space within the same serving end office as the physical collocation arrangement.
1.	The Telephone Company will provide a splitter inventory to the CLEC upon completion of the splitter installation.

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15. Physical Collocation
15.5 Splitter Arrangements

15.5.2 Splitter in Telephone Company Area (Option C)	
F.	The Telephone Company will maintain exclusive control of the splitter and will direct any required activity. The Telephone Company or a Telephone Company approved vendor, will perform all POT bay work required in Option C.

15.5.3 Regulations	
A.	The splitter must be ANSI T1.413 or multiple virtual line compliant.
B.	A splitter arrangement must be installed and connected before a CLEC submits an order for line sharing/line splitting.
1.	Implementation Interval —When augmenting an existing collocation arrangement for line sharing/line splitting, the cable and splitter arrangement implementation interval is 45 business days as described in Section 15.4.1.
C.	Technical specifications described in Section 15 also apply.

(C)
(C)

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15. Physical Collocation
15.6 Application of Rates and Charges

15.6.1 Application Fee	
A.	For establishment of physical collocation, an NRC applies per request, per central office.
1.	New Application
a.	Initial —Applies when the CLEC is the first applicant for collocation space.
b.	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.
2.	Augument Application
a.	Applies when a CLEC has established a physical collocation arrangement and requests expanding the same contiguous space or additional capacity to the specific multiplexing node.
b.	Applies when a CLEC with an existing physical (or virtual collocation) arrangement requests a splitter arrangement.

15.6.2 Engineering and Implementation	
A.	The engineering and implementation fees are in addition to the application or augument 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 the CLEC applies for collocation where 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.

(C)

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15.6 Application of Rates and Charges

15.6.3 Site Survey/Report	
A.	The site survey/report fee applies per request, per central office. If a CLEC submits an application for physical collocation within 30 days of receipt of the site survey/report, 50% of this fee will be applied to the CLEC's application fee.

15.6.4 POT Bay Frame	
A.	The POT bay frame NRC includes the investment and/or the installation of the POT bay frame pursuant to the specific option selected by the CLEC. NRCs apply for Option 1 and Option 2.
B.	The POT bay frame monthly rate applies per bay installed in the common area of the collocation room.

15.6.5 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. This rate only applies when the Telephone Company provides the POT bay.
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. This rate only applies when the Telephone Company provides the POT bay.
1.	The VG, Per 100 Rate—For line sharing/line splitting arrangements, two terminations apply per line. (C)

15.6.6 SAC Cable and Frame Termination	
A.	The SAC cable and frame termination NRCs apply for the cabling to and the termination strip or panel that resides on the Telephone Company frame. Terminations will connect to a digital cross connect system only in the event that it is the only option available in a particular central office as determined by the Telephone Company.
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 digital cross connect system as determined by the Telephone Company.
1.	The VG, Per 100 Rate—For line sharing/line splitting arrangements, two terminations apply per line. (C)

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15.6.7 Security Access Cards		(C)
A.	The security access card NRC is assessed either per card, or for each five security access cards provided to the CLEC.	
15.6.8 Multiplexing Node (Cage) Preparation		
A.	A monthly rate is assessed based on the size of the multiplexing node. This rate will not apply if a CLEC contracts with a Telephone Company approved vendor to perform the cage preparation.	
15.6.9 Land and Building		
A.	A monthly rate is assessed based on the size of the multiplexing node.	
15.6.10 DC Power		
A.	A monthly rate applies for the provision of -48V DC protected power required by the CLEC equipment in the multiplexing node. The power is assessed per total number of load amps requested.	
15.6.11 Heating, Ventilation, Air Conditioning (HVAC)		
A.	A monthly rate applies for the provision of HVAC. The rate is assessed per 10 load amps of power requested.	
15.6.12 Cable Rack		
A.	A monthly rate is assessed per fiber optic cable.	
15.6.13 Entrance Fiber Structure		
A.	A monthly rate applies to the CLEC fiber optic cable that is placed between the Telephone Company's cable vault entrance manhole (manhole zero) and the cable vault. The rate is assessed per foot, per inner duct. The microwave CLEC will not be assessed a fixed conduit rate unless the CLEC's cables and/or waveguide passes thru the central office cable vault.	

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15.6 Application of Rates and Charges

15.6.14 Escorting	
A.	An NRC applies when a CLEC requires escorted access to the Telephone Company premises that is outside the secured access to the multiplexing node. The charge is applied for the first quarter hour or fraction thereof and for each additional quarter hour or fraction thereof.
1.	A call out of a Telephone Company employee at a time not coincident with the employees scheduled work period or to a non-staffed location is subject to a minimum charge of four hours.

15.6.15 Splitter Arrangement	
A.	Installation—An NRC applies per shelf; and only when the Telephone Company installs the splitter.
B.	Land and Building for Splitter Bay—A monthly rate applies per arrangement.
C.	Maintenance of Splitter Equipment—A monthly rate applies per shelf only for splitter arrangement Option C.
D.	Splitter Administration and Support Charge—A monthly rate applies per shelf for splitter arrangements Option A and C.
E.	Bay/Relay Rack for Splitters—A monthly rate applies per arrangement.

15.6.16 Miscellaneous Collocation Power Service Charge	
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 over-current protector size) the Telephone Company will assess an NRC. The NRC applies for the first quarter 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 Section 35.15.14 of this tariff. If a CLEC orders a power reduction prior to June 5, 2001, where only a change in the over-current protector size is necessary, the Telephone Company will waive this NRC. The CLEC will not be required to pay an NRC to bring its over-current protector size into compliance with Section 15.2.1.B.2 if an over-current protector size previously requested as part of a pre-June 5, 2001 power reduction for which the NRC was waived would comply with Section 15.2.1.B.2. (C) (C) (C) (N) (N)
1.	This rate will also apply when the Telephone Company performs power inspections revealing a violation.
B.	If the CLEC orders a change in the power configuration requiring new -48V DC power feeds to the collocation arrangement, the engineering and implementation power augment only NRC applies (see Section 15.6.2A5). 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 engineering and implementation power augment only NRC applies. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

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15.6 Application of Rates and Charges

15.6.17 DC Power Cabling and Fusing Charge – New Cables	
A.	At both the BDFB and the power board, the ampacity of the DC power feed will be sized by the Telephone Company based on the size of the over-current protector selected by the CLEC. If the CLEC requests larger ampacity cables and smaller fuses for new power cables installed on initial or augment applications, an NRC will be applied as specified in Section 35.15.17 of this tariff.

(N)

15.6.18 DC Power Feed Augment	
A.	If the CLEC augments an existing DC power feed configuration as follows, an NRC will be applied as set forth in Section 35.15.18.
1.	Load Amp Augment - Applies when a CLEC requests an increase or decrease to load amps (i.e. drain size) with no change to the over-current protector size for existing power feeds from the BDFB or the power board. The CLEC will not pay any other charges for this type of augment request (i.e. Augment Application Fees, Engineering and Implementation – Power Augment Only).
2.	Over-Current Protector Augment - Applies when a CLEC requests an increase or decrease to the over-current protector size up to the ampacity of the installed DC power cables from the BDFB or power board (with no change to the power feed distribution position) subject to Section 15.2.1.B.2. The NRC is applied per feed. If the CLEC simultaneously requests a Load Amp Augment with an Over-Current Protector Augment, the Load Amp Augment NRC will not be applied. The CLEC will not pay any other charges for this type of augment request (i.e. Augment Application Fees, Engineering and Implementation – Power Augment Only).
3.	Cable Ampacity Augment – Applies when a CLEC requests an increase or a decrease to the ampacity of the cable. The Augment Application fee will apply.

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