Section 20 2nd Revised Page 1 Superseding 1st Revised Page 1

Network Interconnection Services

20. 20.1	Shared Cages Description	
	Unless otherwise specified herein, general regulations contained in Sections 1 through 4 apply in addition to the regulations contained in this section. All terms and conditions for physical collocation as described in Sections 14 and 15 will also apply. In addition, the following terms and conditions will apply to shared cages.	(T)
20.1.1	General	
А.		Г
		(D)
		Г
1.	A CLEC that pursuant to this tariff has established a caged physical collocation arrangement shall have the right to share its cage with one or more guests, provided that all such guests are qualified to be CLECs under this tariff and applicable provisions of law. All such guests must limit their collocation activities to those permitted under the regulations set forth in this tariff.	٦
2.	Any entity that pursuant to a Telephone Company NY PSC tariff other than this tariff has established a caged physical collocation arrangement shall have the right to share its cage with one or more guests in accordance with the provisions of this Section 20 and the other collocation sharing provisions of this tariff, provided that (a) such entity agrees in writing to share its cage and to be bound by, and to assume the obligations imposed by, the provisions of this Section 20 and all other collocation sharing provisions of this tariff, and, (b) all such guests are qualified to be CLECs under this tariff and applicable provisions of law and agree in writing to share the entity's cage and to be bound by, and to assume the obligations imposed by, the provisions of this Section 20 and all other collocation sharing provisions of law and agree in writing to share the entity's cage and to be bound by, and to assume the obligations imposed by, the provisions of this Section 20 and all other collocation sharing provisions of law and agree in writing to share the entity's cage and to be bound by, and to assume the obligations imposed by, the provisions of this Section 20 and all other collocation sharing provisions of this tariff. All such guests must limit their collocation activities to those permitted under the regulations set forth in this tariff. Except to the extent that this Section 20.1.1.A.2. authorizes the sharing of a caged physical collocation arrangement as set forth above, nothing in this Section 20 or the other provisions of this tariff shall expand in any way the rights of the entity that has agreed to share its cage beyond the rights provided by the Telephone Company NY PSC tariff pursuant to which that entity has established its caged physical collocation arrangement.	(N) L

Certain material formerly on this page has been moved to Page 1.1.

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By Sandra Dilorio Thorn-General Counsel 140 West Street, NY, NY 10007

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Network Interconnection Services

20. Shared Cages (Cont'd)20.1 Description (Cont'd)

20.1.1	General (Cont'd)	l -
B.	For established physical collocation arrangements, the initial CLEC is the Collocator of Record (COR), or the host CLEC. The other CLEC participating in the sharing arrangement is referred to in this tariff as the guest. The host and guest must each be collocating for the purpose of facilitating interconnection to Telephone Company services. When two or more CLECs request establishment of a new physical collocation arrangement to be used as a shared cage, one of the participating CLECs must agree to be the COR and the other(s) to be the guest.	
1.	The host CLEC is the Telephone Company's customer, and has all of the rights and obligations applicable to a CLEC ordering a physical collocation arrangement under this tariff, including, without limitation, the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by its guest.	
2.	Neither this tariff, nor any actions taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest CLEC in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest for any actions of the COR.	(M)
3.	The host and the guest are solely responsible for determining whether to share a cage, and if so upon what terms and conditions.	
C.	The host CLEC must notify the Telephone Company in writing of its intention to share its cage space and provide the Telephone Company with a certificate of insurance from the guest before the guest occupies the cage.	
D.	All communications related to occupancy and cage construction (e.g., cage augments, cage access or deployment requirements) will be between the host and the Telephone Company as specified in this tariff.	L

Material shown herein formerly appeared on Page 1.

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Network Interconnection Services

20. Shared Cages

20.1 Description

20.1.2	Orders for Service
Α.	Orders for connection to Telephone Company services must be placed by or on behalf of the COR.
B.	The host and guest may agree that such orders may be placed by the guest, but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization (LOA) explicitly authorizing the guest to place such orders.
1.	Such LOA may cover specific orders or give the guest general authority to order connection to Telephone Company services; in any case, however, the scope of the authority granted by the LOA must be clearly and specifically set forth therein.

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Network Interconnection Services

20. Shared Cages20.2 Responsibility of the Telephone Company

20.2.1	Description
Α.	The Telephone Company will issue only one identifying cage and POT bay CLLI code and provide it to
	the host. The host will assume connecting facility assignment responsibilities.
В.	The Telephone Company will not split bill any of the rate elements associated with the collocation cage
	(e.g., recurring square foot charges, power, cable racking) between the host and its guest(s).

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Network Interconnection Services

20. Shared Cages20.3 Responsibility of the Host and Guest

20.3.1	Description
A.	The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a shared cage arrangement, and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s), to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct, to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.
B.	The host and guest(s) will participate in method of procedure meetings detailing the installation work to be performed by the guest. This shall be completed for all physical collocation equipment installation. The host shall prominently display the signed MOP at the multiplexing node while any installation functions are performed.
C.	The host must provide the Telephone Company's designated representative(s) with a list of the names of all technicians who will need access to the shared cage for support, maintenance and repair purposes. The host is responsible for supplying such representative(s) with the required completed non-employee ID badge application forms and all appropriate identification material for its employees/agents as well as those of the guest(s).
D.	The host will remain responsible for all costs associated with the cage (e.g., cage construction, POT bay installation).
E.	A guest will be responsible for paying for services ordered under the authority granted by an LOA.