1. Reserved for Future Use

1. Collocation
1.1 Description

1.1.1	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.
B.	Physical collocation is available through fiber optic, microwave facilities or leased facilities of a third party. Collocation may be accomplished through physical collocation, virtual collocation or both, except in those instances where insufficient space is available to accommodate physical collocation. (T)
1.1.2	**Service and Installation Intervals for Physical Collocation**
A.	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. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company. The interval for collocation augments which were properly forecast six months prior to the application date, subject to the tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following.
1.	800 2W voice grade terminations; or
2.	400 4W 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 2W voice grade to 4W voice grade (minimum 100, maximum 800). All pairs must be spare and in consecutive 100 pair counts; 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 CLECs cross connect capacity may be exceeded by the end of the 45 business day augment interval.

1. Collocation

1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation
B.	The forty-five (45) business day augment interval is also subject to the following requirements:
1.	Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distribution 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 in its collocation space to support the requested terminations/facilities.
3.	In large central office premises with complex cable runs (i.e., multiple floors), the Telephone Company may request to negotiate extensions to the forty-five day interval.
C.	Intervals for non-standard arrangements, including Adjacent Collocation, shall be mutually agreed upon by the CLEC and the Telephone Company.
D.	The following standard implementation milestones will apply, in business days, unless the Telephone Company and the CLEC jointly decide otherwise.
1.	**Day 1—**CLEC submits completed application and associated fee.
2.	**Day 8—**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.
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 1.1.2A 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 1.1.2A preceding.
E.	A preliminary schedule will be developed outlining major milestones. 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). The Telephone Company and the CLEC shall conduct additional planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process.
1.	When the Telephone Company becomes aware of possible 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 PUC for prompt resolution.

1. Collocation

1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation
F.	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 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.
G.	Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendors. 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. The Telephone Company will inform the PUC as soon as it knows it will require raw space conversion to fulfill a request based on application or forecast.
H.	**Forecast Request**
1.	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 (6 month) forecasted application dates.
2.	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) or high-level list of equipment to be installed (virtual) and anticipated splitter 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.
3.	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. 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.
4.	The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites; consider forecasts in staffing decisions; and enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas and assist in application preparation.

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1. Collocation

1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation
I.	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). In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as outlined following. Any such interval adjustments will be discussed with the CLEC at the time the application is received.
1.	**No Forecast Received—** Interval start date commences two months after application receipt date.
2.	**Forecast Received One Month or Less Prior to Application Receipt Date—** Interval start date commences two months after application receipt date.
3.	**Forecast Received Greater Than One Month and Less Than Two Months Prior to Application Receipt Date—** Interval start date commences one month after the application receipt date.
4.	**Forecast Received Two Months or More Prior to Application Receipt Date—** Interval start date commences on the application receipt date.
5.	The Telephone Company's estimate of its present capacity (i.e., no more than an increase of fifteen percent 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 PUC to determine whether such additional expenditure is warranted and to evaluate cost recovery options.
6.	If the Telephone Company augments its work force based on CLEC forecasts, the CLECs refusing to smooth demand as described in Section 1.1.2.I.5 will be held accountable for the accuracy of their forecasts.
J.	**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.

(X)

(X)

1. Collocation

1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation
K.	**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.
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.

(X)

(X)

1. Collocation

1.2 Termination of Arrangement

1.2.1	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 any time 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 fifteen days written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense, subject to the 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.	The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.
1.	Upon nonpayment of any sum owing to the Telephone Company for more than thirty days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on thirty days advance notice in writing to the CLEC without incurring any liability, discontinue the furnishing of a new or existing arrangement.
2.	The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
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.

2. Physical Collocation

2.1 General

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

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

2. Physical Collocation

2.1 General

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

(X)

2. Physical Collocation

2.1 General

2.1.2	Site Survey/Report, Application, Engineering and Administration
A.	Upon request by the CLEC and upon the CLEC signing a confidentiality agreement, the Telephone Company will make available a site survey/report describing in detail the available physical collocation space in a Telephone Company central office, the number of CLECs currently collocated in that central office, modifications in the use of space since the last report requested and measures being taken to make additional space available. The interval for the site survey/report is ten calendar days for requests submitted in the ordinary course of business.
1.	The site survey/report is not required prior to submission of an application.
B.	**Reserved For Future Use**
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 twenty (20) business days. At the end of this period, the Telephone Company will proceed as described in Section 2.1.2C1 and 2.1.2C2.
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 (8) business days. The CLEC shall have nine (9) business days from receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation services. If the application is deficient, the Telephone Company will specify, in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within 10 calendar days after being informed of them shall retain its position within the collocation application queue.

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2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.1	Accommodations
A.	The Telephone Company will permit the CLEC to establish a multiplexing node at the specified Telephone Company central office where the CLEC desires to interconnect or access unbundled network elements in order to place the necessary equipment. This service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested. Upon request, where there are two entry points to Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center for the CLEC's fiber optic cable, except where one entry of a two entry office is filled to capacity.
B.	In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator back-up power, AC convenience outlets, heat, air conditioning and other environmental support to the CLEC equipment in the same manner that it provides such support items to its own equipment within that central office. Standard -48V DC power shall be provided as specified in Section 2.2.1B1 herein. If requests for power or environmental support exceed the existing central office capacity, any extraordinary costs to provide that expanded capacity will be borne by the CLEC.
1.	The Telephone Company will provide DC power to the collocation arrangement as specified by the CLEC in its collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied per load amp based on the total number of load amps ordered on each feed. For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed, and 20 load amps on the B feed. The Telephone Company will permit the CLEC to order a fuse size at up to 2.5 times the load amps ordered. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.
C.	The Telephone Company will make a reasonable effort to place collocation nodes in areas of the central office requiring the least amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available, special construction charges will apply in order that the Telephone Company recover the costs for such special construction. When appropriate, special construction charges will be prorated in accordance with Section 2.5.
D.	In the event that conditioned central office space is not available and additional space must be constructed, the Telephone Company will put the special construction project out for bid.
1.	The requesting CLEC may view the central office to understand the scale of the project.
2.	Within fifteen business days, the Telephone Company will obtain two work estimates from contractors as well as an in-house estimate.
3.	Before commencing work, but in any event no more than ten business days after receiving the estimates, the Telephone Company will notify the CLEC of the particulars of the selected bid.
4.	The CLEC will notify the Telephone Company within ten business days whether to move forward with the project.

(X)

(X)

2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.2	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 in manhole zero. The CLEC must provide underground fiber optic cable in manhole zero of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within manhole zero and is responsible for the maintenance of the fiber optic cables.
B.	The Telephone Company is responsible for installing CLEC-provided fiber optic feeder cable in the conduit space. To avoid unnecessary reinforcements or rearrangements, the CLEC will be required to provide a three year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated inner duct. The CLEC will not be permitted to reserve space in the central office conduit. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.

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2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	**Deployment Requirements**
C.	The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for planned facilities. The Telephone Company and its affiliates will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. In order to deny a CLEC's request, the Telephone Company must have planned (prior to the CLEC's request) to use the space or conduit within one year after the CLEC's request.
D.	The Telephone Company is responsible for installing and maintaining a splice where the CLEC's fiber optic feeder cable meets the CLEC's fire retardant inside riser cable within the central office cable vault or designated splicing chamber.
E.	The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership.
F.	The CLEC will be accompanied by a qualified Telephone Company representative in all manhole and vault locations, subject to a security escort charge. A qualified Telephone Company representative is a Telephone Company employee or approved contractor who has knowledge of manhole, vault and telephone network safety and security requirements and procedures for accessing such locations. The escort will be provided at a mutually agreeable time and date no later than five business days subsequent to the CLEC's request. The Telephone Company will meet all escort requirements.
G.	The Telephone Company is responsible for placing the CLEC's fire retardant riser cable from the central office cable vault or ASA to the multiplexing node. The CLEC is responsible for providing fire retardant riser cables which comply with Telephone Company practices and safety requirements for central office cabling as they relate to fire, safety, health and environmental safeguards. The Telephone Company and the CLEC will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault or ASA to the multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. The Telephone Company will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by the CLEC will result in time and material charges.
H.	The Telephone Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards:
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.

(X)

(X)

2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements
I.	Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in (H) preceding. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there 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.
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.

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(X)

2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.2	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.
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.
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.
O.	All work performed by the CLEC must comply with the requirements specified in NIP-74166, Issue No. 1.
P.	Prior to installation of the CLEC's facilities or equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.
Q.	The CLEC will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office physical collocation node. In areas where the Telephone Company uses contractors to construct the collocation node, the CLEC may have the option of directly contracting with Telephone Company approved vendors to do the construction. This construction is limited to the multiplexing node itself, the door and associated superstructure and AC electrical requirements dedicated to the multiplexing node.
1.	Prior to beginning installation work, the CLEC must provide notice, in writing, to the Telephone Company indicating acceptance of the collocation node work.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

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

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

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

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

2.2.5	Safety and Security Measures
A.	The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have access to the areas where the CLEC's multiplexing node is located for installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access. The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.
B.	The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in the Telephone Companies collocation security guidelines which will be provided upon request.
C.	The Telephone Company may require CLEC employees and contractors to use a central or separate entrance to the Telephone Company's central office, provided, however, that where the Telephone Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees 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.
a.	Construction of a separate entrance is technically feasible;

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures
C.2.	(Continued)
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 U.S. citizens where required by law or regulation.
E.	The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor must display identification badges at all times while on Telephone Company property. This badge will permit access to the location of the CLEC's multiplexing node in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are available. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures
F.	Any CLEC employee or agent found in violation of these guidelines may be ejected from the Telephone Company premises. The Telephone Company reserves the right to revoke any identification badge and access card of any CLEC employee or agent who engages in any activity that threatens harm to a Telephone Company employee or to the telephone network. The Telephone Company will notify the affected CLEC as soon as possible after either situation with an explanation of the events that occurred.
G.	Where the CLEC provides the security device for its multiplexing node, the CLEC will provide the Telephone Company with direct access to the node in the event of an emergency and to perform its equipment inspection activities, prior to the installation of any such security devices. All security devices must be approved by the Telephone Company.
H.	During the construction phase, the CLEC may schedule one escorted visit to its collocation space, subject to appropriate security escort charges (Refer to Part M, Section 5.2.6).
I.	During the installation phase of the CLEC's equipment, or for subsequent maintenance, the CLEC or its approved vendor will have access to its multiplexing node without a security escort. The CLEC will also have access to any other room or area where the CLEC is installing equipment (i.e., roof tops) subject to a security escort by a qualified Telephone Company representative and applicable security escort charges (Refer to Part M, Section 5.2.6). A qualified Telephone Company representative is a Telephone Company employee or approved contractor who has knowledge of the central office, as well as central office and telephone network safety and security requirements and procedures. The escort will be provided at a mutually agreeable time and date no later than five business days subsequent to the CLEC's request.
J.	Where special construction is required, the CLEC will have access at the commencement, middle and end of construction. If additional access is requested, a security escort will be provided without charge.
K.	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.
L.	The CLEC agrees that its employees/vendors with access to Telephone Company central offices shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the CLEC with written notice of such changes.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures
M.	Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in the Telephone Company central offices/serving wire centers, access tandems, or remote nodes.
N.	The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.
O.	With regards to Part E, Section 2.2.5P following, the Telephone Company reserves the right to provide a Telephone Company representative to accompany and observe at the CLEC's requested time of entry to the central office at no cost to the CLEC. The Telephone Company representative will adhere to CLEC's reasonable time frame and the CLEC's access to the central office will not be delayed or denied due to nonappearance of the Telephone Company representative.
P.	CLECs will have access to their collocated equipment twenty-four hours a day, seven days a week, without a security escort. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the CLEC shall provide the Telephone Company with notice of no less than thirty minutes for a manned Telephone Company premises and sixty minutes for an unmanned Telephone Company premises prior to dispatching a CLEC employee or agent to the collocation arrangement.
Q.	Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.6	Repair and Maintenance
A.	The CLEC will be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.
B.	The CLEC is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the CLEC's multiplexing node, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes, but in any event will respond to the CLEC's request within five business days. 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 service 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). However, should the CLEC identify a trouble as being on the Telephone Company's side of the POT after the Telephone Company has reported the contrary, the Telephone Company must pay a service charge, of equal value, to the CLEC.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

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

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.7	Damage to the Multiplexing Node
D.	(Continued)
2.	Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control.
3.	After any such casualty, the CLEC shall cooperate with the Telephone Company's restoration by removing from the multiplexing node and other associated space as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.
4.	The CLEC's liability for occupancy fees shall resume either upon occupancy by the CLEC or thirty days after written notice from the Telephone Company that the multiplexing node, cable space, roof space or transmitter/receiver space or conduit space is restored to a condition comparable to that existing prior to such casualty.

2.2.8	Reclamation of Space/Right to Terminate or Rearrange
A.	When space constraints are identified at a particular central office, the Telephone Company or a CLEC may petition the PUC to institute a reclamation proceeding against a CLEC that has not constructed a cage or placed functional equipment in that cage within six months of the award of space. The same parties may also petition the PUC to investigate whether CLECs that have merged should be required to consolidate their collocation space.
B.	In addition, the Telephone Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Telephone Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Telephone Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Telephone Company shall provide 180 days written notice prior to such an event, unless the Telephone Company is given a lesser notice by the PUC.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.8	Reclamation of Space/Right to Terminate or Rearrange
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, point of termination and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, equipment and structures. The CLEC will be responsible for relocating its equipment, multiplexing equipment, facilities and any other property. The CLEC and the Telephone Company will work together in good faith to minimize any disruption of the CLEC's services as a result of such relocation.
E.	Should the Telephone Company need to install additional facilities to any conduit system in which the CLEC occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for physical collocation for another CLEC, the Telephone Company will, after notifying the CLEC of the additional occupancy, rearrange the CLEC's facilities in the conduit system as reasonably determined by the Telephone Company, so that the additional facilities of the Telephone Company or other CLEC may be accommodated. Such rearrangement will be done at no cost to the rearranged CLEC and the Telephone Company will work cooperatively with the CLEC to minimize or prevent service interruptions during the rearrangement activity as well as provide the CLEC with advance notification of potential service interruptions.
F.	In an emergency, the Telephone Company reserves the right to rearrange a CLEC's facilities occupying a conduit, manhole, cable vault, roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the CLEC prior to rearranging a CLEC's facilities. If such emergency is a result of the CLEC's occupancy of space under these provisions or as a result of any act or omission on the part of the CLEC, its employees, agents or vendors, the CLEC will be charged for such rearrangement. An emergency exists when continued service to customers and/or the continued safety of personnel or facilities is in imminent danger.
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.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

2.2.8	Reclamation of Space/Right to Terminate or Rearrange
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, not to exceed six months. Efficiently used means that substantially all of the floor space is taken by the equipment as specified above, metal storage cabinets or work surfaces as needed to provide service or when used in connection with roof space and transmitter/receiver space, and that the CLEC's facilities occupying such space are in operation for substantial periods of time each month. The determination as to whether or not these criteria are met is solely within the reasonable judgment of the Telephone Company. If the space is needed to accommodate another CLEC or the Telephone Company's service, the Telephone Company will take back from the CLEC, space that is not being efficiently used. The CLEC will have one-hundred and eighty days from notice by the Telephone Company to vacate the portion of such space which is not being efficiently used. The Telephone Company shall provide six months notice of its intent to reassign space.
I.	In addition, if a notice of reclamation is served, the aggrieved CLEC will be given ten days from receipt of the notice to apply to the PUC 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.
K.	Upon termination of the CLEC's collocation arrangement or any twenty-five square foot portion thereof, the CLEC must remove its equipment from that space within thirty days. Upon removal by the CLEC of all its equipment from the multiplexing node area or portion thereof, the CLEC must restore that multiplexing node area to its original condition at time of occupancy. Due to physical and technical constraints, removal of cable is at the Telephone Company's option. If the CLEC fails to remove its equipment within thirty days, the Telephone Company may elect, at its option, to remove the equipment at the CLEC's expense.

2.2.9	Provisions for Other Services
A.	The CLEC may order from the Telephone Company business message rate service in accordance with the provisions of NHPUC No. 1, for its own internal use and the expressed purpose of administrative lines within the multiplexing node. The CLEC may order additional administrative lines or circuits for the expressed use of directly supporting the network maintenance and administration functions for the collocation equipment within the multiplexing node.

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2. Physical Collocation

2.2 Responsibility of the Telephone Company

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

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2. Physical Collocation

2.3 Responsibility of the CLEC

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

2.3.2	Ordering Service
A.	The CLEC must request physical collocation arrangements through its Telephone Company point of contact. Completed applications for collocation must be sent directly to the Telephone Company Collocation project manager at the following address:
1.	Collocation Project Manager–FairPoint, 5 Davis Farm Rd, Portland, ME 04103.

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

2.3.4	Insurance
A.	The CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance, underwritten by insurance companies licensed to do business in the State of New Hampshire 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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2. Physical Collocation

2.3 Responsibility of the CLEC

2.3.4	Insurance
B.	The Telephone Company shall be named as an additional insured on all applicable policies as specified in general liability and excess liability policies, and shall be named as loss payee (as its interest may appear) on all applicable risk property policies.
C.	The limits governing the general and excess liability provisions above may be increased by the Telephone Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Telephone Company buildings.
D.	All policies purchased by the CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
E.	All insurance must be in effect on the occupancy date and shall remain in force as long as the CLEC's facilities remain within any spaces governed by the arrangement. If the CLEC fails to maintain the coverage, the Telephone Company may pay the premiums thereon and seek reimbursement of same from the CLEC. The CLEC shall arrange for the Telephone Company to receive thirty days advance notice of cancellation, modification, or renewal of the policy from the CLEC's insurance company. Notices should be forwarded to the following Telephone Company contact at the following location.
1.	FairPoint Communications c/o Collocation Manager, 5 Davis Farm Rd, Portland, ME 04103.
F.	The CLEC must also conform to the same recommendation made by the Telephone Company's insurance companies to which the Telephone Company has already agreed or to which it shall hereafter agree.
G.	Nothing contained herein shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible to the extent permitted by law, the Telephone Company and the CLEC each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.
1.	The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The CLEC acknowledges that the Telephone Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and agrees that the Telephone Company will not be obligated to repair any damage thereto or replace the same.

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2. Physical Collocation

2.3 Responsibility of the CLEC

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

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

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2. Physical Collocation

2.3 Responsibility of the CLEC

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

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2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5	**Inspections**
E.	(Continued)
2.	If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment.
a.	The Telephone Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Telephone Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.
b.	For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.
3.	If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 2.3.5.E.2.b preceding, that arrangement is subject to the following treatment.
a.	The Telephone Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Telephone Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Telephone Company will not wait for the CLEC or require it to be present during the second inspection.
b.	The Telephone Company will assess the miscellaneous collocation power service charge for performing this inspection.
c.	The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Telephone Company or require it to be present during the CLEC test. Upon request of the CLEC, the Telephone Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Telephone Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Telephone Company's.
d.	If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the CLEC with written notification, within ten (10) business days, by certified US mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Telephone Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.

(X)

(X)

2. Physical Collocation

2.3 Responsibility of the CLEC

2.3.5	Inspections
E.	(Continued)
e.	The Telephone Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Telephone Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Telephone Company from making the notice described in paragraph f. following.
f.	If the CLEC disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke the dispute resolution process in the expedited or "fast track" Commission arbitration pursuant to the method awarded and described in Issue 4 and further detailed in Issue 29 of the Arbitrator's Final Report to the Commission in DE 96-252, dated November 15, 1996, as approved by the Commission in Order No. 22,433 issued December 2, 1996. The dispute resolution process can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.
g.	With the notification required by subparagraph E.3.d., the Telephone Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of the miscellaneous collocation power service charge for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 2.3.5F.
4.	If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows.
a.	For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to be donated to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its payment to the American Red Cross to the Telephone Company within ten (10) calendar days of making the payment.
b.	For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to be donated to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its payment to the American Red Cross to the Telephone Company within ten (10) calendar days of making the payment.

(X)

(X)

2. Physical Collocation

2.3 Responsibility of the CLEC

2.3.5	Inspections
E.4.	(Continued)
c.	For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to be donated to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its payment to the American Red Cross to the Telephone Company within ten (10) calendar days of making the payment.
d.	For more than three (3) violations within the same consecutive twelve (12) month period, the Telephone Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the American Red Cross.
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 donated to the American Red Cross, under the provisions set forth preceding. The Telephone Company will provide a copy of the CLEC notification to the PUC, 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 PUC of the violation as described in 4.e, but no PUC action or approval is needed to begin the revised billing and for the separate and additional penalty to be paid to the American Red Cross.
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 4e. preceding.
F.	**Scheduled Attestations—** Annually, the CLEC must submit a written statement signed by a responsible officer of the company which attests that it is not exceeding the total load of power as ordered on the collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the CLEC's completed collocation arrangements provided by the Telephone Company in New Hampshire. If the CLEC fails to submit this written statement by the last day in June, the Telephone Company will notify the CLEC in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each collocation arrangement to be increased to the total number of amps fused.

(X)

(X)

2. Physical Collocation

2.3 Responsibility of the CLEC

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

(X)

(X)

2. Physical Collocation

2.4 Joint Planning and Implementation

2.4.1	Description
A.	Upon receipt of a completed application, the collocation schedule will include the costs for normal space conditioning (i.e., 25, 100 or 300 square foot nodes) work, along with an estimate for any applicable special construction charges. Work required, or requested, by the CLEC after the initial installation will be handled on an ICB basis.
B.	The Telephone Company will calculate costs on a fully allocated time and materials basis, for any agreed special construction work undertaken on behalf of the CLEC, and vendor charges. Occupancy for all spaces will be granted upon completion of the normal space conditioning work, including cut-down of Telephone Company cabling at the POT based on the requested DS3, DS1, and VG interconnections identified by the CLEC in the application for collocation.
C.	Prior to the CLEC beginning the installation of its equipment, the CLEC must sign the Telephone Company work completion notice, indicating acceptance of the collocation arrangement construction work and providing the Telephone Company with a security fee, if required. Payment is due within thirty days of bill date. The CLEC may not install any equipment or facilities in the collocation arrangement until after the receipt by the Telephone Company of the Telephone Company work completion notice and any applicable security fee. In 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 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 space by the CLEC. Payment of all additional fees are due within 30 days of the CLEC signing the Telephone Company work completion notice or 30 days after written notice from the Telephone Company that the Telephone Company work is complete.
D.	Occupancy for all spaces will be granted upon completion of the collocation arrangement construction work. The Telephone Company will begin billing all fees (except for special construction charges) commencing on the occupancy date or thirty days after written notice from the Telephone Company.
E.	The Telephone Company will make a reasonable effort to place collocation node arrangements in areas of the central office requiring the minimum amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available then the Telephone Company will assess special construction charges to recover the Telephone Company's costs for special construction work.

(X)

(X)

2. Physical Collocation

2.4 Joint Planning and Implementation

2.4.1	Description
F.	The CLEC will be responsible for any nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis (refer to Section 2.5.8).
1.	Special construction charges will be billed to the CLEC on a first installment and final bill basis. The Telephone Company will bill the CLEC for a first installment which equates to 50% of the total estimate of the charges. Payment of the first installment is due prior to the commencement of the actual construction. A final bill will be rendered based on the actual costs and charges incurred by the Telephone Company. The final bill is to be paid by the CLEC within 30 days of the bill date, but no sooner than the Telephone Company's completion of the actual construction.
2.	The Telephone Company will render a final bill to reconcile any special construction charge estimates with the actual charges when those charges become known.

2.4.2	Space Limitations
A.	When space is unavailable for physical collocation, the Telephone Company will post a list of all such sites on its website and will update the list within ten calendar days of the date at which a central office runs out of collocation space.
B.	When sufficient space is not available to accommodate a Physical Collocation request at a Telephone Company central office, the Telephone Company will allow CLECs to tour the entire premises, without charge, within an additional ten calendar days of the tour request 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 the PUC. Such tour will not be restricted to the room in which space was denied but may include the entire central office. The Telephone Company will provide the PUC with floor plans, future use information, etc., as may be requested by the PUC.
1.	If a Telephone Company central office has been deemed by the PUC 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 PUC.
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 PUC request.

(X)

(X)

2. Physical Collocation

2.4 Joint Planning and Implementation

2.4.3	Removal of Obsolete Equipment
A.	Upon reasonable request of a CLEC or upon the order of the PUC, the Telephone Company will remove obsolete unused equipment.
B.	The Telephone Company will review requests to remove equipment on a case by case basis and will be responsible to prove to the PUC that equipment is not unused or obsolete.

(T)

(X)

(X)

2. Physical Collocation

2.5 Splitter Arrangements

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

(X)

(X)

2. Physical Collocation

2.6 Application of Rates and Charges

2.6.1	Application Fee
A.	For establishment of a multiplexing node the CLEC is responsible to pay an upfront payment.

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

2.6.3	Occupancy
A.	**Building Expense—** The monthly rate applies per square foot.
B.	**POT Bay Frame**
1.	The POT bay frame NRC applies for the investment and/or the installation of the POT bay frame in accordance with the following option chosen by the CLEC. An NRC does not apply when the CLEC purchases and installs a POT bay within the confines of the CLEC multiplexing node.
a.	**Option 1—** The Telephone Company provides for the material and installation.
b.	**Option 2—** The CLEC provides the material and transfers ownership to the Telephone Company for the sum of one dollar. The Telephone Company installs the equipment.
c.	**Option 3—** The CLEC provides the material and installs the equipment within the multiplexing node.
2.	For Options 1 and 2, a monthly rate applies per bay of equipment installed in the common area.
C.	**DC Power—** Applies for the provision of –48V DC protected power required by the CLEC equipment in the multiplexing node. The power rate is assessed per load amp based on the total number of load amps ordered on each feed (greater than 60 amps, or less than or equal to 60 amps).

2.6.4	Service Access Charge (SAC)
A.	**SAC POT Bay Termination** Applies per termination and is used for the connection of the Telephone Company POT bay to the Telephone Company equipment location(s). It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement. This rate applies when the Telephone Company provides the POT bay.

(X)

(X)

2. Physical Collocation

2.6 Application of Rates and Charges

2.6.4	Service Access Charge (SAC)
B.	**SAC Cable and Frame Termination—** Applies per termination and is used for the connection of the Telephone Company cables and frame terminations. It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement.

2.6.5	Cable Placement and Splicing
A.	Hourly rates apply per Telephone Company technician/engineer, for pulling the cable from manhole zero to the splice point. The technician's/engineer's time is multiplied by the appropriate labor rates contained in Part M.
B.	Time and materials charges also apply for conduit and the cable rack associated with cable pull and splice work when the cable is extended from manhole zero to the multiplexing node.
C.	When contracted outside labor is provided in association with cable pull and splice work (e.g., police), the Telephone Company will bill the CLEC for all such labor charges which may be incurred.

2.6.6	Escorting
A.	NRCs apply when a CLEC requests an escorted visit to its collocation space during the construction phase.
B.	NRCs apply when a CLEC requires escorted access to the Telephone Company premises that is outside the secured access to the multiplexing node.
C.	When the Telephone Company provides a qualified representative to accompany a CLEC in all manhole locations, time and materials charges apply.

2.6.7	Conduit
A.	Conduit fees apply from the serving wire center manhole to the collocated customer's cage for the conduit and the conduit space. Charges apply monthly, per foot/per duct and per half duct. (T)

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

(X)

2. Physical Collocation

2.6 Application of Rates and Charges

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

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

2.6.11	Security Access Cards
A.	The security access card NRC is assessed either per card, or for each five security access cards provided to the CLEC, as appropriate.

2.6.12	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 fuse size), the Telephone Company will assess an NRC. The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff. If a CLEC orders a power reduction prior to June 5, 2001, where only a change in the fuse size is necessary, the Telephone Company will waive this NRC. This rate will also apply when the Telephone Company performs power inspections revealing a violation.
B.	If a CLEC orders a change in the power configuration requiring new –48V DC power feeds to the collocation arrangement, the Telephone Company will assess an NRC. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Telephone Company will assess an NRC. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.
1.	The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff.

(X)

3. Virtual Collocation
3.1 General

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 and Part E, Sections 1 and 2 apply in addition to the regulations contained in this section. Rates and charges for service explained herein are contained in Part M, Section 5.3.

3.1.1	Description
A.	Virtual collocation is whereby the Telephone Company installs CLEC-provided equipment (which is dedicated exclusively to the CLEC) in a Telephone Company central office. Virtual collocation is provided by means of splicing the CLEC's fiber optic cable to a Telephone Company fiber at a splice point in the central office designated by the Telephone Company, or by means of other transport leased from the Telephone Company or from a third party.
1.	Virtual collocation is available at other Telephone Company facilities, where technically feasible, for interconnection or access to unbundled elements. Access to unbundled elements is accomplished using distributing frame appearances of the central office based equipment.
a.	The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. The Telephone Company shall maintain the fiber from manhole zero, into the central office. The fiber facilities outside of and leading up to the Telephone Company central office's manhole zero is referred to as outside plant.
2.	All services are connected to the output cables of the virtual arrangement using Telephone Company designated cable assignment (i.e., not channel assignments).
B.	Virtual collocation is provided subject to the availability of suitable central office space and facilities.
C.	Virtual collocation will be offered via a standard arrangement of OC3, OC12, OC48 and litespan with connections to services/elements at DS1 and DS3 electrical connections at DSX bays. The appropriate number of each type of connection will be set at the time of the original order and installation. (T)

3.1.2	Implementation Intervals and Planning
A.	The Telephone Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Telephone Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.
1.	The Telephone Company will notify the CLEC of issues or unanticipated delays as they become known.
2.	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.
a.	Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

3. Virtual Collocation

3.1 General

3.1.2	Implementation Intervals and Planning
B.	The implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Telephone Company premises by business day 40. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority based order.
1.	Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC.

3.1.3	Cancellation
A.	The Telephone Company may discontinue an arrangement or cancel an application for an arrangement without incurring any liability, under the following situations.
1.	**Non-Payment—** When a CLEC fails to pay to the Telephone Company any sum owed for more than thirty days beyond the bill date, the Telephone Company may on thirty days advance written notice discontinue the furnishing of any new or existing arrangement.
2.	**Tariff Violation—** When a CLEC violates terms or conditions contained within this tariff, or other tariffs which may be referenced herein, the Telephone Company may on thirty days advance written notice discontinue the furnishing of any new or existing arrangement.
a.	The Telephone Company may without advance written notice, discontinue the furnishing of any new, or existing arrangement when the Telephone Company determines that such violation adversely affects the Telephone Company network or poses harm to Telephone Company personnel, or interferes with the Telephone Company's ability to provide service to other CLECs.
3.	**Violation of Law** The Telephone Company may without advance written notice, discontinue the furnishing of any new, or existing arrangement when the Telephone Company determines that the CLEC has violated any law, rule or regulation of any governing authority.
4.	When the Telephone Company is prohibited from furnishing virtual collocation, by order of a court or other governing authority.
B.	The CLEC may cancel or withdraw its application prior to turn-up, subject to the provisions of Section 3.4.2B.

3.1.4	Transmission Failure
A.	In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

3. Virtual Collocation

3.2 Responsibility of the Telephone Company

3.2.1	Accommodations
A.	Upon receipt of a completed virtual collocation application and the accompanying application fee, the Telephone Company will conduct an application review, an engineering review and a site survey at the requested central office. The Telephone Company will notify the CLEC of the results of the reviews and the survey within eight business days.
B.	The Telephone Company will retain project management responsibility and authority related to actual installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance assignments, etc.).
C.	The dedicated terminal equipment inside the Telephone Company's central office will be handled in one of the following methods.
1.	For virtual collocation arrangements established prior to August 16, 2000, it will be provided by the CLEC and ownership transferred to the Telephone Company for the sum of one dollar ($1.00). The Telephone Company will own and operate this equipment inside the central office. After successful installation and equipment testing by Telephone Company engineering, an asset transfer record will be made and both the Telephone Company and the CLEC will sign and retain a copy. A transfer record will also be made for the portion of the Telephone Company owned cable between manhole zero and the central office splice. On August 16, 2000, Telephone Company ownership of the dedicated terminal equipment provided by the CLEC will be converted to an operating lease.
2.	For virtual collocation arrangements in effect or established after August 16, 2000, it will be provided by the CLEC and leased to the Telephone Company for the sum of one dollar ($1.00). The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment. The Telephone Company will exercise exclusive physical control over this equipment. The cabling between manhole zero and the central office splice will be included in the operating lease.
D.	The Telephone Company exercises exclusive control over the central office based equipment that terminates the CLEC's circuits. The Telephone Company is responsible for installing, maintaining (but not testing), and repairing the dedicated equipment, at the direction of the CLEC so as to assure proper operation of the virtually collocated facilities and equipment.
1.	The Telephone Company will install, maintain and repair the CLEC equipment in the same manner as it performs similar functions for comparable Telephone Company equipment.

3. Virtual Collocation

3.2 Responsibility of the Telephone Company

3.2.1	Accommodations
E.	The Telephone Company shall monitor local central office and environmental alarms to support the equipment to the same extent that the Telephone Company monitors its own similar equipment. The Telephone Company will notify the CLEC if a local office alarm detects an equipment affecting condition.
1.	The Telephone Company will not provide maintenance or service activities without the CLEC's direct instruction and authorization. All physical servicing of the equipment will be done by the Telephone Company or its agents.
F.	The Telephone Company will process and prioritize the trouble tickets in the same manner as it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLEC at the number provided and service the equipment as instructed and directed by the CLEC.
G.	The Telephone Company will be responsible for pulling the fiber into and through to the cable entrance facility to the splice point, and will provide and mount the appropriate splice enclosure or shelf supplied by the CLEC, if required. All installations into the cable entrance facility are performed by Telephone Company personnel.
H.	Until all necessary training has been completed (refer to Section 3.3.3), the Telephone Company cannot designate the virtual arrangement as ready for service.
I.	CLECs who require a connection to Telephone Company optical services or elements will be provided an optical path from the fiber distribution frame. These service elements will be cross-connected at the fiber distribution frame using a transmit and receive fiber. The connection may not be purchased without direct association to an offered service or element, within the terms and conditions that apply for such service or element.

3.2.2	Plug-Ins and Spare Cards
A.	The Telephone Company will notify the CLEC of defective plug-ins.
1.	The Telephone Company will not provide spare cards.
2.	The Telephone Company is not responsible for any adversities which may occur due to the CLEC's failure to provide an adequate supply of plug-ins/cards or replacements.
B.	The Telephone Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in/card cabinet.
C.	When the Telephone Company determines that a plug-in/card is defective, the Telephone Company will label the item as defective and place it in the CLEC-provided storage cabinet.

3. Virtual Collocation

3.2 Responsibility of the Telephone Company

3.2.3	Safety and Technical Standards
A.	The Telephone Company reserves all rights to terminate, modify or reconfigure an arrangement in the event that the CLEC's service is not in conformance with the regulations contained in this tariff, or if the arrangement imposes threat of harm or continued disruption upon the Telephone Company's network, or otherwise interferes with or adversely affects the Telephone Company's network, the safety of its employees, or if the arrangement interferes with the Telephone Company's ability to provide service to other CLECs.
1.	Modification or reconfiguration includes but is not limited to, the Telephone Company's re-splicing of the CLEC-owned portion of the cable to another Telephone Company fiber optic cable.

3. Virtual Collocation

3.3 Responsibility of the CLEC

3.3.1	Ordering Service
A.	CLEC's must request virtual collocation through their Telephone Company point of contact. The point of contact will provide the CLEC a virtual collocation application through which they must convey their requirements and specify equipment to be installed in the central office.
1.	Completed applications must be sent to the Telephone Company at the following address.
a.	FairPoint Communications c/o Collocation Manager, 5 Davis Farm Rd, Portland, ME 04103. (T)
B.	Applications are required when the CLEC requests that the Telephone Company provide for any of the following requirements.
1.	**Initial Arrangement—** The CLEC's initial request for a virtual collocation arrangement at a Telephone Company premises.
2.	**Subsequent Arrangement—** When a CLEC requests subsequent equipment additions to its existing virtual collocation arrangement.
3.	**Augment-Rearrangement of Equipment—** When the CLEC requests cabling for an existing virtual collocation arrangement that was partially cabled and equipped.
4.	**Software Upgrades/Additional Cards per Shelf—** Upgrading existing software or to replace cards. Adding cards to partially equipped equipment requires a full complement of plug ins. The CLEC must submit a method of procedure detailing the work functions to be performed by the Telephone Company for all software upgrades. All such upgrades will be performed by the Telephone Company at the direction of the CLEC.
C.	The selection and assignment of pairs for specific connections of unbundled elements shall be done by the CLEC as each unbundled element is ordered This assignment information shall be submitted with each unbundled element order.

3.3.2	Placement, Removal and Monitoring of Facilities and Equipment
A.	All cabling from manhole zero to the CLEC's facilities/equipment at the CLEC's premises remains the CLEC's responsibility with the CLEC performing all servicing and maintaining full ownership.
B.	The CLEC has the responsibility to remotely monitor and control their circuits which terminate in the Telephone Company's central office, however, the CLEC is not permitted entry into the Telephone Company's central office under virtual collocation arrangement.

3. Virtual Collocation

3.3 Responsibility of the CLEC

3.3.2	Placement, Removal and Monitoring of Facilities and Equipment
C.	Performance and surveillance monitoring as well as trouble isolation shall be performed by the CLEC. A clear distinction must be made by the CLEC when submitting reports of trouble on the Telephone Company services/elements connected to the virtually collocated equipment and for reports of trouble with equipment itself. Telephone Company technicians will service troubles on the Telephone Company services/elements connected to the virtually collocated equipment in accordance with standard processes. Troubles with equipment in a non-standard arrangement will require specially trained technicians familiar with the equipment (refer to Section 3.3.3).
D.	The CLEC is responsible for obtaining the appropriate licenses which may be required to accommodate the placement of their fiber in manhole zero.
E.	If the CLEC provides its own transport fiber for their virtual arrangement, the CLEC will arrange placement of the fiber into manhole zero, with enough length (as determined by the Telephone Company), to reach the Telephone Company-determined transition splice point where it will be spliced by Telephone Company personnel to Telephone Company provided fire retardant cable.

3.3.3	Use of Non-Standard Equipment
A.	When a CLEC requests that the Telephone Company use specific tools (e.g., electronic test sets), or deploy equipment which the Telephone Company does not normally use to provide service either to itself or to another CLEC, the CLEC arranges for (either directly or indirectly), and incurs all costs and expenses associated with the training of 50% (but no fewer than five) of the Telephone Company's technicians responsible for using such tools and servicing that equipment, and a minimum of four technicians responsible for installation of the equipment.
1.	Training costs and expenses include but are not limited to, tuition, course materials, airfare, public or personal transportation (including IRS rates for personal car mileage), lodging, meals, and technician work time as loaded salary costs for the technician(s) while attending training, and traveling to/from training. The Telephone Company will provide the CLEC appropriate receipts, bills or statements, as proof of expenses.
B.	The Telephone Company will work cooperatively with the CLEC to determine mutually agreeable training and other associated arrangements. When a party other than the equipment vendor conducts such training, the CLEC is responsible to contact the appropriate equipment vendor(s) and secure the equipment vendor's confirmation, either verbally or in writing (prior to the actual training), that the training meets the equipment vendor's certification standards.
C.	In the event of an equipment upgrade, the CLEC is responsible to provide for secondary training as may be necessary, subject to the provisions contained herein.

3. Virtual Collocation

3.3 Responsibility of the CLEC

3.3.4	Additions and Rearrangements
A.	Once the Telephone Company determines that a CLEC has established a virtual collocation arrangement, changes to the existing configuration such as additions and rearrangements, are permitted. Additions and rearrangements include but are not limited to, growing, upgrading, and/or reconfiguring the current equipment.
1.	If a CLEC requests a rearrangement of an existing arrangement, the CLEC must submit a new application outlining the details of the rearrangement, along with the appropriate application fee.
2.	If a CLEC requests that new equipment be added to a previously established virtual collocation arrangement, the CLEC must submit a new application outlining the details of the subsequent equipment addition, along with the appropriate application fee.

3.3.5	Plug-Ins and Spare Cards
A.	The CLEC is responsible to provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. The CLEC shall provide the Telephone Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise agreed to by the CLEC and the Telephone Company. In no event shall the number of spare plug-ins be less than two of each type.
1.	The CLEC must test the spares prior to their delivery to the Telephone Company.
B.	The CLEC may elect to partially equip a piece of equipment at the time of initial installation. For any partially equipped piece of equipment, the shelves that are equipped must have a full complement of plug-ins.
C.	In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.
D.	The CLEC-provided rack mountable spare card cabinets which house the spare cards must meet the specifications of the Telephone Company. The cabinet(s) and a minimum number of maintenance spares must be provided prior to arrangement completion, before service is established.
E.	When notified by the Telephone Company of a defective plug, the CLEC is responsible for providing pre-tested replacement spares to the Telephone Company within one week of receiving the Telephone Company's notice. The CLEC is responsible to contact the appropriate Telephone Company party to arrange for exchange and replacement of the card.

3. Virtual Collocation

3.3 Responsibility of the CLEC

3.3.6	Safety and Technical Standards
A.	CLEC equipment located in a Telephone Company central office must meet the technical standards and safety requirements as specified herein. It is the responsibility of the CLEC to provide the Telephone Company with adequate documentation from an accredited source, certifying that the CLEC's equipment is in compliance with the specified standards and requirements. Should the CLEC not supply documentation or should the documentation be inadequate, the Telephone Company reserves the right to arrange for testing of the CLEC's equipment for purposes of determining compliancy or in order for the Telephone Company to ensure the safety of its personnel, equipment and/or operating network. The CLEC is responsible for all costs incurred by the Telephone Company for such testing.
B.	The CLEC's entrance facilities and splices must comply with GR-20-CORE, TR- NWT-001058, BR-760-200-030, and the blue book manual of construction procedures in SR-TAP-001441, as they relate to fire, safety, health, environmental safeguards and interface with the Telephone Company's services and facilities.
C.	The CLEC's equipment being installed in Telephone Company central offices must comply with GR-63-CORE, GR-1089-CORE, and the Telephone Company's central office environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with NIP 74165 as they relate to fire, safety, health, and environmental safeguards.
D.	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.

3. Virtual Collocation

3.4 Application of Rates and Charges

3.4.1	General
A.	The Telephone Company will apply charges and subsequently bill the CLEC upon completion of the installation, (i.e., when the Telephone Company has finished providing all elements of the installation that are under its control). The lack of readiness of the CLEC to utilize the completed arrangement will not impair the right of the Telephone Company to apply charges and commence billing.

3.4.2	Application Fees
A.	In order to process the CLEC's application, the following charges apply as appropriate.
1.	**Initial Arrangement—** This nonrecurring charge applies for a CLEC's initial request for a virtual collocation arrangement at a Telephone Company premises.
2.	**Subsequent Arrangement—** This nonrecurring charge applies when a CLEC requests subsequent equipment additions to its existing virtual collocation arrangement.
3.	**Augment-Rearrangement of Equipment—** When the CLEC requests cabling for an existing virtual collocation arrangement that was partially cabled and equipped, a nonrecurring charge applies. This charge also applies if the CLEC has an existing virtual collocation arrangement that is fully cabled and equipped, and the CLEC requests that the equipment be reconfigured and/or recabled. Rearrangements are subject to this same nonrecurring charge.
4.	**Software Upgrades/Additional Cards per Shelf—** No application fee applies in association with software upgrades or adding cards to partially equipped equipment.
B.	If the CLEC cancels or withdraws its application prior to turn-up, the CLEC is liable for all costs and liabilities incurred by the Telephone Company in developing, establishing, or otherwise furnishing of the arrangement, up to the point that the application was cancelled or withdrawn.
C.	If a CLEC cancels its request prior to installation, the application fee will be refunded, less any costs incurred by the Telephone Company.

3.4.3	Engineering and Implementation
A.	**Initial Arrangement—** This nonrecurring charge applies for a CLEC's initial request for a virtual collocation arrangement at a Telephone Company premises.
B.	**Subsequent Arrangement—** This nonrecurring charge applies when a CLEC requests subsequent equipment additions to its existing virtual collocation arrangement

3. Virtual Collocation

3.4 Application of Rates and Charges

3.4.3	Engineering and Implementation
C.	**Augment-Rearrangement of Equipment—** When the CLEC requests cabling for an existing virtual collocation arrangement that was partially cabled and equipped, a nonrecurring charge applies. This charge also applies if the CLEC has an existing virtual collocation arrangement that is fully cabled and equipped, and the CLEC requests that the equipment be reconfigured and/or recabled. Rearrangements are subject to this same nonrecurring charge.
D.	**Software Upgrades/Additional Cards per Shelf—** This nonrecurring charge applies on a per shelf basis for upgrading existing software or to replace cards.

3.4.4	Installation/Acceptance Testing
A.	This nonrecurring charge provides for the installation of the virtually collocated equipment.
1.	An installation fee will be developed on an individual case basis for CLEC-specified equipment which is non-standard or equipment which cannot be adequately classified as either OC3, OC12, OC48 or litespan. (T)
B.	The installation charge will be billed to the CLEC on the first bill cycle after completion of the arrangement.
C.	The CLEC is responsible for all expenses associated with licensing, and placing their fiber in manhole zero.

3.4.5	Interconnection Access Charge (IAC)
A.	An IAC nonrecurring charge provides for the cost of engineering, furnishing, and installing the cabling between the collocated equipment and the Telephone Company's distribution/cross connect frames, along with associated termination block or panel. If a non-standard arrangement requires special cabling or equipment, this charge will be adjusted accordingly. There will be a separate NRC assessed at each transmission rate at the time of the equipment installation to recover all costs for materials and installation.
B.	An IAC monthly charge applies per termination for the ongoing support of the cabling and its associated terminations on Telephone Company equipment. The charge is applied on a per termination basis and is added coincident with the connection of each unbundled element to the virtual collocation arrangement. IACs are applied on a per termination basis for connections between the virtual arrangement and the FDF or other distributing frame used depending on the type of equipment installed.

3. Virtual Collocation

3.4 Application of Rates and Charges

3.4.6	Fiber Placement and Splicing
A.	Time and materials charges apply, per Telephone Company technician/engineer, for pulling the fiber from manhole zero to the splice point and performing the splice to Telephone Company provided optical fiber non-metallic riser-related (OFNR) type cable. The technician's/engineer's time is multiplied by the appropriate labor rates contained in Part M.

3.4.7	Entrance Fiber Termination
A.	An entrance fiber termination charge applies for providing and servicing the OFNR-type fibers and associated FDF termination. This also includes the support service for the CLEC-provided, Telephone Company-owned outside plant cable from manhole zero. This monthly charge applies, on a per termination basis in units of twelve strands. This charge also provides for the splice enclosure.

3.4.8	Fiber Distribution Frame (FDF)
A.	The FDF to virtual serving arrangement rate applies per two fibers for the cross connect at the FDF, as well as for the associated cabling to the virtual arrangement. This rate applies only when the CLEC provides their own fiber to the Telephone Company manhole.

3.4.9	Direct Current (DC) Power
A.	A monthly charge applies for the provision of -48V DC protected power required by the CLEC's equipment. It is assessed per load amp based on the total number of load amps ordered on each feed.

3.4.10	Equipment Support
A.	This monthly charge provides for monthly support services, such as the cost of providing rack space, environmental support, central office alarming to directly support the equipment itself. Rack space is comprised of the cost of providing, on a monthly basis, space for the equipment to be mounted, but specifically excludes direct current power and fuse panel. Environmental and building support is also provided for in this charge. The rate applies according to geographic designations.

3. Virtual Collocation

3.4 Application of Rates and Charges

3.4.11	Spare Cabinet
A.	This monthly charge applies for the space required for the spare cabinet. A spare cabinet is required to be placed and installed in the central office to contain spare plug-ins. The cabinet should be provided by the CLEC per the Telephone Company's specifications. The amount of spare plug-ins required will be based on the manufacturer's recommended amount, unless the Telephone Company and the CLEC mutually decide upon another amount. The rate applies according to geographic designations.

3.4.12	Training
A.	When the Telephone Company determines that training of Telephone Company technicians is necessary so as to service CLEC specified equipment that is not used by the Telephone Company in the specified central office (i.e. nonstandard arrangement equipment), the CLEC is responsible for all charges incurred by the Telephone Company in association with technician training. Refer to regulations for use of non-standard equipment.

3.4.13	Maintenance
A.	Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Telephone Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC. The technician's time spent servicing the virtual arrangement at the CLEC's discretion will be billed to the CLEC on a per occurrence basis, at the appropriate labor rates.

3.4.14	Additional Labor Charges
A.	Whenever work is performed on a virtual arrangement that is not a part of implementing or provisioning a standard virtual arrangement, additional labor charges apply. Additional labor charges include but are not limited to the following examples.
1.	Escort service
2.	Implementation or provisioning a non-standard arrangement
3.	Additions and rearrangements

3.4.15	Late Payment Penalty
A.	Charges specified in Part A, Section 4 apply

3. Virtual Collocation

3.4 Application of Rates and Charges

3.4.16	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 fuse size), the Telephone Company will assess an NRC. The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff. If a CLEC orders a power reduction prior to June 5, 2001, where only a change in the fuse size is necessary, the Telephone Company will waive this NRC. This rate will also apply when the Telephone Company performs power inspections revealing a violation.
B.	If a CLEC orders a change in the power configuration requiring new –48V DC power feeds to the collocation arrangement, the Telephone Company will assess an NRC. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Telephone Company will assess an NRC. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.
1.	The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff.

4. Microwave Collocation

4.1 General

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 and Part E, Sections 1 and 2 apply in addition to the regulations contained in this Section. Rates and charges for service explained herein are contained in Part M, Section 5.4.

4.1.1	Description
A.	Microwave collocation, which is available where technically feasible, provides for the interconnection of CLEC-provided facilities, equipment and support structures located in, on, or above the exterior walls and roof of those Telephone Company central offices/wire centers.
1.	Microwave collocation is available on a first-come first-served basis.
B.	The microwave equipment may include microwave antennas, mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Telephone Company facilities through the collocation arrangement.
C.	When 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.

4. Microwave Collocation

4.2 Responsibility of the Telephone Company

4.2.1	Accommodations
A.	The Telephone Company will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the collocation arrangement (i.e., arrangements specified in Section 1 or Section 2) and to access the Telephone Company point of termination.
1.	Waveguide may not be placed in Telephone Company cable risers or racks.
2.	The Telephone Company reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas.
3.	The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.
B.	The Telephone Company will designate the space in, on or above the exterior walls and roof of the central office which will constitute the roof space or transmitter/receiver space.
1.	The Telephone Company may require the CLEC's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted.
2.	The Telephone Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.
C.	At the option of the Telephone Company, the antenna support structure shall be built, owned and maintained by either the Telephone Company or by the CLEC. The Telephone Company reserves the right to use existing support structures for a CLEC's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a CLEC for any reason, subject to the provisions contained herein. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure.
1.	When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts.
2.	When the CLEC is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.
D.	The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis, subject to the provisions of Section 4.4.

4. Microwave Collocation

4.2 Responsibility of the Telephone Company

4.2.2	Safety and Technical Standards
A.	The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR-1089-CORE.
B.	The Telephone Company reserves the right to review wind or ice loadings, etc., for antennas over eighteen inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.
C.	The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof.
1.	For masts, towers and/or antennas over ten feet in height, the CLEC or if applicable, the Telephone Company, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection.
2.	For CLEC owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense.
3.	For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with the Telephone Company within ten days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety days.

4.2.3	Security
A.	The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company, to access the areas where the CLEC's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located, during business hours, for purposes of installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld.
1.	During non-business hours, the Telephone Company will provide access on a per event basis.
2.	The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

4. Microwave Collocation

4.3 Responsibility of the CLEC

4.3.1	Safety and Technical Standards
A.	The CLEC shall provide written notice to the Telephone Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC also agrees to take all necessary corrective action.
B.	All CLEC microwave equipment to be installed in or on the exterior of the Telephone Company central offices must be on the Telephone Company's list of approved products or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the following specifications, the more stringent shall apply.
C.	The CLEC must comply with Telephone Company technical specifications for microwave collocation interconnection specified in NIP-74171, and digital switch environmental requirements specified in NIP-74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that CLEC provided equipment and installation activities do not act as a hindrance to Telephone Company services or facilities. The CLEC's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.
D.	CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP-74171, national electric code, the national electric safety code, rules and regulations of OSHA, and any governing authority having jurisdiction.
E.	All CLEC microwave facilities must comply with CEF, BR-760-200-030 and SR-TAP-001421. and the Telephone Company's practices as they relate to fire, safety, health, environmental safeguards, transmission and electrical grounding requirements, or interferences with Telephone Company services or facilities.
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 fully comply with requirements specified in GR-63-CORE, GR-1089-CORE, and NIP-74171. This equipment must also comply with IP72201 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.
G.	Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by the CLEC in all cases is specified in ANSI C95.1-1982.

4. Microwave Collocation

4.3 Responsibility of the CLEC

4.3.2	Placement and Removal of Facilities and Equipment
A.	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.
B.	The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Telephone Company or a hired agent of the Telephone Company.
C.	Any CLEC's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the CLEC.
D.	The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment regardless of where it may be placed.
1.	Its waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment.

4.3.3	Moves, Replacements or Other Modifications
A.	Where the CLEC intends to modify, move replace or add to equipment or facilities within or about the 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.

4. Microwave Collocation

4.4 Application of Rates and Charges

4.4.1	General
A.	Rates and charges as specified for collocation arrangements described in Sections 2 and 3 apply in addition to the rates and charges specified herein.
B.	Monthly rates for space and cable also apply for microwave collocation. The monthly rate for space applies per square foot of multiplexing node roof space and transmitter receiver space. The monthly rate for cable applies per foot, per innerduct, and is measured based on the point at which the cable enters the building from the roof.

4.4.2	Space and Facilities
A.	Monthly rates, which will be developed on an individual case basis, apply for the space (generally on the central office roof) associated with Telephone Company or CLEC-owned antenna support structures. The rate is calculated using the rate per square foot multiplied by the square footage of the foot print, the product of which is multiplied by the CLEC's relative capacity ratios (RCRs), (i.e., the sum of the RCRs of each of the CLEC's antennas).
1.	Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by the CLEC. For a nonrectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.
B.	The owner of the support structure (refer to Section 4.2.1) may charge CLECs proposing to use the structure, on a one-time basis, for the following costs and/or values.
1.	Any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits.
2.	A portion of the net book value of the support structure based on the RCR of the user's proposed antenna(s) to be mounted on the structure.
a.	A user's RCR represents the percent of the total capacity of the support structure used by user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00.
b.	It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

4. Microwave Collocation

4.4 Application of Rates and Charges

4.4.2	Space and Facilities
C.	The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge, except that the owner of the structure may assess other users a proportionate share of inspection costs and the Telephone Company may assess microwave CLECs monthly recurring charges for use of its roof space. At the time a CLEC (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that CLEC to obtain, at their cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antenna(s).
D.	When a CLEC is the owner of the structure, the proposed user shall pay the owner directly the one-time charge. When the Telephone Company is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that a CLEC who owns the support structure fails to comply with these provisions, at the Telephone Company's option, ownership of the support structure shall transfer to the Telephone Company.
E.	Costs incurred by the Telephone Company to conduct a review for wind or ice loadings (etc.) for antennas over eighteen inches in diameter, or for any multiple antenna installations, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to the CLEC.

4.4.3	Cable Rack
A.	A rate will be developed on an individual case basis which will cover the total length of the coaxial cable or waveguide cable between the multiplexing node and the microwave antenna and/or transmitter receiver space.

4.4.4	Conduit
A.	Conduit fees apply from the serving wire center manhole to the collocated customer cage for the conduit and the conduit space. Charges apply monthly, per foot/per duct and per half duct.

4.4.5	Emergency Power and/or Environmental Support
A.	In the event special work must be done by the Telephone Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the CLEC will be billed time and materials charges which will be developed on an individual case basis for the costs incurred.

4. Microwave Collocation

4.4 Application of Rates and Charges

4.4.6	Escort Service
A.	When a CLEC is escorted by a qualified Telephone Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, nonrecurring charges will apply.

4.4.7	Building Penetration
A.	When building penetration is performed by the Telephone Company, charges will be assessed on an individual case basis. Costs for building penetration will be paid by the CLEC.

5. Interconnection Between Collocated Spaces

5.1 Dedicated Transit Service (DTS)

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 apply in addition to the regulations contained in this Section. Rates and charges for service explained herein are contained in Part M, Section 5.5.

5.1.1	Description
A.	DTS, which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (i.e., physical and virtual arrangements), of the same or of two different CLECs in the same Telephone Company central office location, using Telephone Company provided distribution facilities. DTS is available for voice grade, DS1, DS3/STS-1 and dark fiber cross connects. In addition, the Telephone Company will also provide other technically feasible cross connection arrangements, including lit fiber, on an individual case basis as requested by a CLEC. The Telephone Company will offer DTS as long as such access is technically feasible.
B.	DTS is only available when both collocation arrangements (either physical and/or virtual) are within the same central office locations, provided that the collocated equipment is also used for interconnection with the Telephone Company or for access to unbundled network elements.
1.	The Telephone Company shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises.
C.	The DTS arrangement requires one CLEC to provide cable assignment information for itself as well as for the other CLEC. The Telephone Company will not make cable assignments for DTS.
D.	DTS also allows for one CLEC to connect two of its own virtual collocation arrangements in the same Telephone Company premises.
E.	DTS is provided at the same transmission level from one CLEC to the other CLEC.
F.	DTS is provided on a negotiated interval basis.

5.1.2	Responsibility of the CLEC
A.	**Ordering, Provisioning, Payment, Maintenance and Disconnection of Service—** The ordering CLEC is responsible for all ordering, provisioning, bill payment, disconnect orders and maintenance transactions.
1.	The ordering CLEC is the customer of record.
2.	The ordering CLEC must provide a letter of agency from the other CLEC that may be involved in the DTS connection.

5. Interconnection Between Collocated Spaces

5.2 Dedicated Cable Support (DCS)

This service is only furnished to CLECs with existing DCS arrangements. Additions, rearrangements and moves are not permitted.

5.2.1	Description
A.	DCS allows a CLEC to directly connect facilities from its collocation node to the collocation node of itself or another CLEC via CLEC-provided distribution facilities as long as the collocation nodes of both CLECs are located in the same serving wire center. The CLEC must establish the collocation node and interconnect to the Telephone Company.
B.	DCS is available to the extent that it is technically feasible and that there is available space within the same serving wire center to accommodate the cable support.
1.	The Telephone Company will designate locations for placement of the DCS based upon space availability between the CLEC nodes.
C.	Each CLEC's collocated equipment must be used for interconnection with the Telephone Company or access to the Telephone Company's unbundled network elements.
D.	The Telephone Company will provide the cable support dedicated to CLEC-use upon request in accordance with Section 5.3.2.

5.2.2	Placement, Removal and Monitoring of Facilities and Equipment
A.	The connecting transmission facilities of the CLEC must not be placed outside the dedicated physical collocation node.
B.	DCS may be shared by multiple CLECs. The CLEC may not use any portion of the common overhead cable rack of the Telephone Company to access and place facilities to a DCS.
1.	The CLEC is responsible for the installation and maintenance of all cables between the collocation arrangement of another CLEC when utilizing DCS.
2.	When DCS is shared by more than one CLEC, the CLEC designated as the customer of record must be responsible for the ordering, payment, and compliance with the regulations contained herein.
C.	CLEC's may not use the common overhead cable racking used to interconnect to the Telephone Company for direct cabling between CLEC's collocation nodes.
D.	In the event the CLEC vacates the physical collocation space or abandons the DCS, the CLEC is responsible for the removal of the DCS and restoration of the space to its original condition, or the CLEC shall reimburse the Telephone Company for all reasonable costs incurred by the Telephone Company.

5. Interconnection Between Collocated Spaces

5.2 Dedicated Cable Support (DCS)

5.2.3	Responsibility of the CLEC
A.	**Safety and Technical Specifications**
1.	The cable support will be designed to meet Telephone Company engineering specifications.
2.	The cable on the cable rack must not exceed twelve inches in height.
3.	All cabling must comply with Telephone Company practices and safety requirements for central office cabling in GR-409-CORE and national electric code, as they relate to fire, safety, health and environmental safeguards.

5. Interconnection Between Collocated Spaces

5.3 Application of Rates and Charges

5.3.1	DTS
A.	**Service Order—** A nonrecurring charge applies on a standard interval or expedited order basis, per DTS service order request, to recover the costs for order placement and issuance provided by the Telephone Company. Expedited charges apply when intervals shorter than those negotiated are requested or if the CLEC requests that the work be done outside the normal scheduled work hours.
B.	**Manual Intervention Surcharge—** Applies when the electronic ordering system is not used to place an order for service. Applies in addition to the Service Order charge.
C.	**Service Connection/Circuit Provisioning—** A nonrecurring charge applies on a standard interval or expedited order basis, to recover the costs for circuit engineering, circuit wiring and turn-up (etc.). Provisioning charges apply per voice grade, DS1, DS3/STS-1, dark fiber and lit fiber cross connects. Expedited NRCs apply when intervals shorter than those negotiated are requested or if the CLEC requests that work be done outside of the normal scheduled work hours. Provisioning charges are further differentiated by whether the order is being made to connect or disconnect service.
D.	**Monthly Rate—** Each DTS service will have one transmission level applied per connection. The appropriate service access charge(s) and/or the appropriate interconnection access charge(s) will apply.

5.3.2	DCS
A.	NRCs apply to recover costs for expenses associated with the Telephone Company engineering time for each request for DCS subsequent to the initial room constructions. The CLEC requesting the service is responsible for all material and installation costs of the DCS cable support. NRCs will be developed on an individual case basis.

6. Secured Collocation Open Physical Environment (SCOPE)

6.1 Description

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 and Part E, Sections 1 and 2 apply in addition to the regulations contained in this Section. Rates and charges for service explained herein are contained in Part M, Section 5.6.

6.1.1	General
A.	SCOPE is a form of physical collocation in which CLECs can place their equipment in the Telephone Company central office without enclosing that equipment in a cage. SCOPE enables CLECs that do not want a standard cage-enclosed multiplexing node, to install one or more bays of non-Telephone Company owned/operated equipment in a secure, separated area within the Telephone Company central office. This arrangement will be located in the same secure, environmentally conditioned area currently utilized for the standard physical collocation arrangement.
1.	SCOPE is available on a first-come, first-served basis and subject to the availability of space and facilities in each central office where interconnection or access to unbundled network elements is requested by the CLEC.
2.	All terms and conditions for physical collocation apply in addition to the provisions contained herein.
B.	Each individual CLEC is responsible for providing and installing its own equipment and equipment bay in the designated area and for performing all maintenance related activities up to the CLEC side of a shared point of termination (SPOT) bay. The CLEC's responsibilities include performing the cross connect or strapping at the SPOT bay in the same manner as performed for standard physical collocation.
1.	The required space per bay is fifteen square feet.
2.	The SPOT bay is the connection point between the collocated equipment and the Telephone Company network and is shared by all CLECs in the SCOPE area. The SPOT bay is the demarcation point. Within the SPOT bay the individual terminal block/subpanel will be ordered by and dedicated to each CLEC.

6. Secured Collocation Open Physical Environment (SCOPE)

6.2 Responsibility of the Telephone Company

6.2.1	Accommodations
A.	The Telephone Company will designate the floor space location specific for each bay of equipment installed.
B.	The Telephone Company will provide AC convenience outlets and -48V DC power, battery and generator backup power, heat, air-conditioning and other environmental support in connection with the CLEC's equipment in the same manner it provides such support items in connection with its own equipment within that central office.
1.	-48V DC power shall be provided as specified in Part E, Section 2.2.1B1. AC convenience outlets and common aisle lighting will be provided for the entire SCOPE area and will be shared by all CLECs.
C.	The Telephone Company always provides the SPOT bay (frame and terminations).

6. Secured Collocation Open Physical Environment (SCOPE)

6.3 Responsibility of the CLEC

6.3.1	Description
A.	The CLEC may, at its own option and expense, provide a secured enclosure in the equipment bay that conforms with the Telephone Company's technical engineering specifications and NEBS requirements for a standard seven foot high equipment bay, not to exceed twenty-two inches in depth for the total footprint.
B.	The CLEC shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.
C.	In addition to the terms and conditions regarding security measures set forth in Part E, Section 2, if the CLEC elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the CLEC will provide the Telephone Company with keys for direct access in the event of an emergency. In the event the Telephone Company is required to access the CLEC's secured bay on an emergency basis, the Telephone Company will notify the CLEC of such access within twenty-four hours.
D.	In the event that the CLEC requires additional lighting and/or AC outlets, the Telephone Company will pass through the vendor costs to the CLEC.
E.	The CLEC is responsible for the identification of all equipment and bay space in its SCOPE arrangement.

6. Secured Collocation Open Physical Environment (SCOPE)

6.4 Application of Rates and Charges

6.4.1	Implementation Charges
A.	An Application Fee and an Engineering and Administration Fee will apply.
B.	**The SPOT Bay Frame NRC—** Applies for the SPOT bay frame the Telephone Company purchases and installs.
C.	**SCOPE Construction NRC—** Applies when equipment bays are placed in collocation space and includes AC outlets to be shared by CLECs, standard aisle lighting, cable racking, high level framing and any common grounding specific to the existing room. The charge is assessed per equipment bay installed.
D.	Special construction charges apply as described in Part E, Section 2.2.1C.

6.4.2	Monthly Rates
A.	The building space rate applicable for physical collocation applies. The rate is assessed at 15 square feet per equipment bay.
B.	The 60 amp or less dc power rate applicable for physical collocation applies.
C.	The space and conduit rate applicable for physical collocation applies.
D.	**SAC SPOT Bay Termination—** Applies (as set forth in Part E, Section 2) per termination and is used for the connection of the SPOT Bay frame to the Telephone Company's equipment location.
E.	**SAC Cable and Frame Termination—** Applies (as set forth in Part E, Section 2) per termination and is used for the connection of the Telephone Company cables and frame terminations.
F.	**SPOT Bay Frame—** Applies for equipment terminations to be mounted in the SCOPE area.
G.	**Conduit—** The conduit rates applicable for physical collocation apply.

6.4.3	Other Charges
A.	**Escort Service—** The escort service NRC for physical collocation will apply.
B.	**Cable Placement and Splicing—** The cable placement and splicing rates and charges are determined on an individual case basis as described in Part E, Section 2.5.5.
C.	**Site Survey/Report—** The NRC described in Part E, Section 2.5.1D applies as appropriate.
D.	**Security Access Cards—** The NRC described in Part E, Section 2.6.11 applies as appropriate.
E.	**Miscellaneous Collocation Power Service Charge—** The miscellaneous collocation power service charge (NRC) specified for physical collocation applies.

7. Shared Cages

7.1 Description

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 apply in addition to the regulations contained in this Section. All terms and conditions for physical collocation as described in Part E Sections 1 and 2 will also apply. In addition, the following terms and conditions will apply to shared cages.

7.1.1	General
A.	A CLEC with physical collocation service under this section shall have the right to share its physical collocation arrangement with one or more additional entities, provided that all such entities are qualified to be collocators under this section and applicable provisions of law. All such entities must limit their collocation activities to those permitted under the tariff provisions specified herein.
B.	For established physical collocation arrangements, the initial CLEC is the Collocator of Record (COR), or the host collocator. The other collocator participating in the sharing arrangement is referred to as the guest. The COR and guest must each be collocating for the purpose of interconnecting to Telephone Company services. When two or more collocators 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 to be the guest.
1.	The COR is the Telephone Company's customer, and has all of the rights and obligations applicable under this tariff to CLECs purchasing physically collocated interconnection arrangements, 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 the 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 collocator in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest for any actions of the COR.
3.	A guest must be a CLEC.
4.	The involved collocators are solely responsible for determining whether to share a cage, and if so, upon what terms and conditions.
C.	The COR must notify the Telephone Company in writing of its intention to share its multiplexing node space.
D.	All occupancy and specific collocation arrangement communications will be between the COR and the Telephone Company as specified in this tariff

7. Shared Cages

7.1 Description

7.1.2	Orders for Service
A.	Orders for connection to Telephone Company services must be placed by the COR.
1.	The COR and guest may agree that such orders may be placed by the guest on behalf of the COR, but in such cases the Telephone Company must be provided with an acceptable letter of authorization explicitly authorizing the guest to place such orders.
2.	When an order is placed by the guest in conformity with this section, the Telephone Company will send bills for the ordered services to the guest, and will accept payments from the guest to be applied to its own account.

7. Shared Cages

7.2 Responsibility of the Telephone Company

7.2.1	Description
A.	The Telephone Company will issue only one identifying multiplexing node and POT bay common language location identifier code and provide it to the COR.
B.	The Telephone Company will not split bill any of the rate elements associated with the collocation cage between the COR and its tenant (e.g., recurring square foot charges, power, cable racking).

7. Shared Cages

7.3 Responsibility of the Host & Guest

7.3.1	Description
A.	The guest must comply with the same Telephone Company rules and regulations and municipal/zoning regulations as are applicable to the COR.
B.	The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a shared physical collocation arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest, 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.
C.	Connecting facility assignment (CFA) functions are the responsibility of the COR.
D.	The COR will remain responsible for all costs associated with the cage (e.g., cage construction, POT bay installation).

8. Reserved for Future Use

9. Cageless Collocation Open Environment (CCOE)

9.1 General

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 and Part E, Sections 1 and 2 apply in addition to the regulations contained in this Section. Rates and charges for service explained herein are contained in Part M, Section 5.9.

9.1.1	Description
A.	CCOE is a form of physical collocation in which CLECs can place their equipment in Telephone Company central office space. CCOE is available on a first come, first served basis in all central offices where interconnection or access to unbundled network elements is requested by the CLEC.
1.	The CLEC must install a minimum of one shelf of working equipment equipped with plug-ins when installing a CCOE equipment bay. Equipment bays must be fully equipped with common plug-ins prior to adding subsequent equipment bays.
B.	The Telephone Company will assign collocation space in accordance with the provisions in Part E, Section 2. CCOE is not available where the only unoccupied space in a central office has been reserved by the Telephone Company for its own use or where the placement of CCOE equipment will put the Telephone Company network at risk.
C.	CCOE allows a CLEC, using Telephone Company approved vendors, to install equipment in single bay increments. CLEC equipment will not share the same equipment bays with Telephone Company equipment.
1.	The CLEC shall not store any ancillary equipment within the CCOE area that is not permanently mounted within the bay.
D.	The CLEC may provide its own transport or purchase other transport from a third party for the input side of the arrangement.

9. Cageless Collocation Open Environment (CCOE)

9.2 Responsibility of the Telephone Company

9.2.1	Accommodations
A.	The Telephone Company will work cooperatively with the CLEC to develop an equipment layout that complies with the equipment specification and to minimize space requirements. The Telephone Company reserves the right to designate the specific location within the central office for installation.
B.	Space for additional bays for future use may be reserved, if available, until such time as the Telephone Company requires the reserved bay to meet another CLEC's request. The Telephone Company will make reasonable efforts to assign reserved bay space so that they are located next to the CLEC's existing equipment bay, however, the Telephone Company makes no guarantee to that effect.
C.	To the extent that a CLEC requires use of a Telephone Company local exchange line, the CLEC must order an administrative business line. CLECs may not use Telephone Company official lines.
D.	The Telephone Company will designate the floor space location specific for each bay of equipment installed.
E.	The Telephone Company will provide -48V DC power (Refer to Part E, Section 2.2.1B1), battery and generator backup power, heat, air conditioning and other environment support in connection with the CLEC's equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office.
1.	The Telephone Company will provide access to junction boxes so that CLECs may contract directly with a Telephone Company approved vendor for the installation of the AC convenience outlets, overhead lighting and equipment superstructure to comply with IP 72201 and match existing central office infrastructure.

9.2.2	Security
A.	The Telephone Company may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as deemed appropriate by the Telephone Company.
B.	The Telephone Company will determine the appropriate level of security in each central office.
C.	CLEC with non-employee identification badge applications. This badge will permit direct access to the location of the CLEC's CCOE arrangement in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are installed.

9. Cageless Collocation Open Environment (CCOE)

9.2 Responsibility of the Telephone Company

9.2.2	Security
D.	The Telephone Company reserves the right to make changes to rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors in order 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.

9. Cageless Collocation Open Environment (CCOE)

9.3 Responsibility of the CLEC

9.3.1	Ordering Service
A.	The CLEC must request CCOE 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.	FairPoint Communications c/o Collocation Manager, 5 Davis Farm Rd, Portland, ME 04103. (T)

9.3.2	Central Office Access
A.	The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.
1.	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 U.S. citizens where required by law or regulation.

9.3.3	Safety and Technical Standards
A.	The CLEC equipment bay should conform with the Telephone Company's technical engineering specifications and NEBS requirements for a standard seven foot high equipment bay, not to exceed twenty-two inches in depth for the total footprint. Non-standard equipment configurations will be evaluated on a case by case basis.
B.	All CLEC equipment to be installed in the Telephone Company central offices must be either on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the technical specifications. Upon receipt of a CCOE request, the Telephone Company will make available at cost any Telephone Company technical specification documentation required by the CLEC to comply with this provision.
C.	The CLEC must perform all work using Telephone Company approved vendors. Such vendors must comply with the requirements specified in IP 72201, Network Equipment Installation Standards including providing the Telephone Company with documentation (e.g., drawings and record updates) per the Telephone Company standards prior to service activation.
D.	The CLEC is responsible to demonstrate that its equipment meets all Telephone Company installation standards prior to turn-up of equipment.

9.3.4	Security
A.	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 Telephone Company security guidelines.

9. Cageless Collocation Open Environment (CCOE)

9.3 Responsibility of the CLEC

9.3.4	Security
B.	In order for the Telephone Company to provide the CLEC with the proper identification badge, 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 prominently display valid identification badges at all times while on Telephone Company property.
1.	All badges/access cards must be returned upon termination of this CCOE 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.
C.	The CLEC agrees that its employees/vendors with access to Telephone Company central offices shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors.

9.3.5	Placement and Removal of Facilities and Equipment
A.	The CLEC is responsible for providing and installing its own equipment and equipment bay(s) in the CCOE area.
B.	Methods of procedures detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all CCOE arrangement equipment installations. The methods 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 central office CCOE space. The CLEC shall prominently display the signed methods at the equipment bay while performing any installation functions.
C.	The CLEC is responsible for the identification of all equipment in its CCOE arrangement. All equipment must be clearly identified with the CLEC's name, emergency reach number, CLLI code and relay rack number. The CLLI code and relay rack number will be assigned by the Telephone Company.

9.3.6	Point of Termination
A.	The POT is the connection point between the collocated equipment and the Telephone Company network. The CLEC must select from one of the following options.
1.	The Telephone Company will provide a shared point of termination bay for CCOE in a common area. All CLECs purchasing CCOE will have access to the SPOT bay.
2.	The CLEC may provide their own point of POT within the CLEC-provided equipment bay as designated by the Telephone Company.

9. Cageless Collocation Open Environment (CCOE)

9.3 Responsibility of the CLEC

9.3.7	Access to Equipment
A.	CLEC designated personnel will be permitted to access their equipment for provisioning, maintenance and repair.
1.	The CLEC must adhere to all entrance and exit requirements as specified by the Telephone Company for each CCOE arrangement. CLEC access is restricted to direct access to the arrangement including central office space housing the CCOE equipment.

9. Cageless Collocation Open Environment (CCOE)

9.4 Application of Rates and Charges

9.4.1	General
A.	Rates and charges as specified for collocation arrangements described in Sections 2 and 3 apply in addition to the rates and charges specified herein.

9.4.2	Application Fees
A.	The application fees set forth in Part E, Section 3.4.2 apply as appropriate.

9.4.3	Site Survey/Report Fee
A.	The NRC described in Part E, Section 2.5.10 applies as appropriate.

9.4.4	Engineering and Implementation
A.	The engineering and implementation NRCs set forth in Part E, Section 3.4.3 apply as appropriate.

9.4.5	SPOT Bay Frame
A.	The implementation charge (NRC) for the SPOT Bay Frame described in Part E, Section 6.4.1 applies as appropriate. A monthly SPOT bay frame rate applies for equipment terminations to be mounted (refer to Part E, Section 6.4.2).

9.4.6	SAC SPOT Bay Termination
A.	The service access charge for the SAC SPOT bay termination described in Part E, Section 2.5.4 applies as appropriate.

9.4.7	SAC Cable and Frame Termination
A.	The service access charge for the SAC cable and frame termination described in Part E, Section 2.5.4 applies as appropriate.

9.4.8	Security Access Cards
A.	The NRC described in Part E, Section 2.6.11 applies as appropriate.

9.4.9	Space and Conditioning
A.	**Building—** A monthly rate (which is associated with the footprint of the equipment bay) applies per equipment bay.

9. Cageless Collocation Open Environment (CCOE)

9.4 Application of Rates and Charges

9.4.10	Occupancy
A.	**DC Power—** The monthly 60 amps or less dc power rate applicable for physical collocation applies.

9.4.11	Cable Rack
A.	Rates and charges are determined on an individual case basis.

9.4.12	Conduit
A.	**Space and Conduit—** A monthly rate applies per foot, per duct and per half duct as described in Part E, Section 2.5.7.

9.4.13	Cageless Security
A.	Rates and charges for cageless security are assessed per equipment bay.

9.4.14	Other Charges
A.	**Escort Service—** An NRC applies as described in Part E, Section 2.5.6.
B.	**Miscellaneous Collocation Power Service Charge—** The miscellaneous collocation power service charge (NRC) specified for physical collocation applies.

10. Adjacent Structures

10.1 General

10.1.1	Description
A.	In the event that the Telephone Company has no space available for physical collocation, the CLEC will be permitted to construct or otherwise procure controlled environment vaults (CEVs) or similar structures (adjacent structures) where technically feasible using Telephone Company approved vendors.

10. Adjacent Structures

10.2 Responsibility of the Telephone Company

10.2.1	Accommodations
A.	The Telephone Company will terminate its facilities on a CLEC provided point of termination located within the adjacent structure at a location designated by the CLEC. The CLEC will provide the Telephone Company with 24 x 7 direct access to the point of termination. The Telephone Company reserves the right to inspect the CLEC's structure, and any non conformances must be remedied in accordance with regulations for collocation specified in this tariff.
B.	The Telephone Company will make available, power and physical collocation support services to the CLEC in the same non-discriminatory manner as it provides to itself for the Telephone Company's own CEVs.

10. Adjacent Structures

10.3 Responsibility of the CLEC

10.3.1	Accommodations
A.	If the CLEC vacates the adjacent structure, the CLEC is responsible for restoring the land to the original condition.

10.3.2	Federal, State and Local Provisions
A.	The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Telephone Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an adjacent structure that will force the Telephone Company to violate any zoning requirements or any federal, state or local regulations, ordinances or laws.

10.3.3	Rights of Way
A.	The CLEC is responsible for obtaining the right of way from the Telephone Company under the appropriate right of way provisions for the adjacent structure to the Telephone Company serving central office manhole. Granting such right of way will not be unreasonably withheld.

10.3.4	Safety and Technical Standards
A.	Any construction by the CLEC on Telephone Company premises must comply with Telephone Company technical specifications as they relate to environmental safety and grounding requirements as set forth in Telephone Company technical specifications and Bellcore documentation. Any protection as it relates to fire, safety, electrical, bonding, grounding and risk hazard is the responsibility of the CLEC.
B.	In the event the distance limitations are exceeded for digital services, any required signal regeneration will be the responsibility of the CLEC.

10.3.5	Liability
A.	The CLEC is responsible for any fines, penalties and expenses for zoning, environmental, safety, sanitation, property infringement, noise, quality of life or property violations or law suits associated with the structure and its associated power and any additional tax assessment levied on the Telephone Company as a result of the adjacent structure.

10. Adjacent Structures

10.4 Application of Rates and Charges

10.4.1	Description
A.	All costs incurred by the Telephone Company associated with the CLEC's deployment of an adjacent structure will be recovered by the Telephone Company on an individual case basis.
1.	The CLEC is responsible for all expenses incurred by the Telephone Company at the time they occur or for any ongoing expenses that result relating to zoning approval and permit acquisitions.
B.	Additional nonrecurring and recurring costs which may apply will be determined on an individual case basis.

11. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

11.1 General

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 and Part E, Sections 1 through 3 and 9 apply in addition to the regulations contained in this Section. Rates and charges for service explained herein are contained in Part M, Section 5.11.

11.1.1	Description
A.	CRTEE provides an arrangement in which CLEC equipment can be placed in Telephone Company remote terminal equipment enclosures (RTEEs).
1.	CRTEE is available with physical and virtual collocation.
2.	RTEEs include controlled environment vaults, huts, cabinets and remote terminals in buildings not owned by the Telephone Company.
3.	CRTEE is provided on a first-come, first-served basis subject to availability of space and right of way and building owner approval, as applicable.
B.	The Telephone Company will not renegotiate leases or easements or create new RTEE space in order to meet CLEC demand for CRTEE.
C.	Subject to the availability of space and conduit, the CLEC will arrange for the Telephone Company to perform all work activities inside the RTEE except as described in 11.1.4D.
D.	**Demarcation Point—** The following demarcation points apply to CRTEE arrangements.
1.	**DS1, DS3 and Optical Services—** For a physical CRTEE arrangement, the demarcation point will be at a cross connect panel mounted in the CLEC's equipment bay or relay rack.
2.	**Twisted Pair Connections—** Where a cross connect field is not located in the RTEE, the CLEC must provide a telecommunications carrier outside plant interconnection cabinet (TOPIC) on a CLEC-secured easement at or near the Telephone Company feeder distribution interface (FDI). The demarcation point will be in the TOPIC. The CLEC will provide the cable between the collocated equipment in the CRTEE and the TOPIC. The CLEC installation must comply with industry standards regarding fusing and grounding.

11.1.2	Ordering Service	
A.	**Remote Terminal Serving Address Inquiry—** Upon request of the CLEC, the Telephone Company will make available to the CLEC the identity of the FDIs that subtend the RTEE and a range of customer addresses served by those FDIs.	(T)

11. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

11.1 General

11.1.2	Ordering Service
B.	**Preliminary Engineering Records Review—** Upon request of the CLEC, the Telephone Company will conduct a search of its records and identify the following information about a RTEE location.
1.	Type of enclosure
2.	Whether site is on private or public property
a.	If the site is on private property, the Telephone Company will inform the CLEC whether the Telephone Company's rights under its easement for that location can be assigned to the CLEC for the purposes of the application request.
C.	**Site Survey for Space Availability Inquiry—** Upon request of the CLEC, the Telephone Company will conduct a survey of the remote terminal to determine if there is adequate space to accommodate the collocation application.
D.	The CLEC must request CRTEE through its Telephone Company point of contact. Completed applications for CRTEE arrangements must be sent directly to the Telephone Company project manager at the following address.
1.	FairPoint Communications c/o Collocation Manager, 5 Davis Farm Rd, Portland, ME 04103 or Email to wholesalecollocation@fairpoint.com. (T)
E.	Where the Remote Terminal Serving Address Inquiry, Preliminary Engineering Records Review or Site Survey for Space Availability Inquiry has been specified on the application, the CLEC will be notified of the results of these inquiries before the Telephone Company processes the rest of the application. The CLEC will be given the option of cancelling the application based on the results of these inquiries.

11.1.3	Responsibility of the Telephone Company
A.	The Telephone Company will provide any cabling between the CLEC-provided demarcation point and any Telephone Company owned cross-connect points.
B.	Escorts will be provided by the Telephone Company where the CLEC requires access to its collocated equipment located at the Telephone Company's CRTEE.

11.1.4	Responsibility of the CLEC
A.	The CLEC is responsible for obtaining any rights of way necessary to implement the provisions of this tariff.
B.	The CLEC is responsible for the cost of any conditioning of the RTEE such as building new conduit, additional power and HVAC. The conditioning must be allowed under an existing easement or right of way. The cost of such conditioning will be recovered in the Site Preparation Fee.

11. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

11.1 General

11.1.4	Responsibility of the CLEC
C.	CLEC-provided equipment must conform with the Telephone Company's technical engineering specifications and NEBS requirements.
D.	The CLEC is responsible for maintenance of its equipment located within the RTEE. The CLEC will be escorted by qualified Telephone Company employees on these occasions.

11.1.5	Security	
A.	Escorts will be provided by the Telephone Company where the CLEC requires access to its collocated equipment located in the Telephone Company's RTEE.	(T)

11. Collocation at Remote Terminal Equipment Enclosures (CRTEE)

11.2 Application of Rates and Charges

11.2.1	Nonrecurring Charges
A.	The following NRCs will apply.
1.	**Remote Terminal Serving Address Inquiry—** Applies per request.
2.	**Preliminary Engineering Records Review—** Applies per request.
3.	**Site Survey for Space Availability Inquiry—** Applies per request.
4.	**Application Fee—** Applies per CRTEE arrangement request.
5.	**Engineering and Implementation Fee—** Applies per CRTEE arrangement request.
6.	**Site Preparation Fee—** Applies per CRTEE arrangement request, as required.

11.2.2	Monthly Rates
A.	**Equipment Support—** The rate applies per half rack or portion thereof (associated with the footprint of the equipment bay). Refer to Part M, Section 5.3.9.
B.	**DC Power—** The rate applies, per load amp based on the total number of load amps ordered on each feed, when CLEC equipment is located within the RTEE (less than or equal to 60 amps). Refer to Part M, Section 5.3.8.
C.	**Conduit and Space—** Applies per foot, per cable, for cabling and cable support between the demarcation point and any Telephone Company-owned cross-connect points. Refer to Part M, Section 5.2.7.

11.2.3	Other
A.	For physical CRTEE arrangements, the SAC Cable and Frame Termination will apply (refer to Part E, Section 2.5.4).
B.	For virtual CRTEE arrangements, the IAC rates and charges will apply (refer to Part E, Section 3.4.5).
C.	**Escorting—** Refer to Part E, Section 2.5.6 and Section 3.4.14.
D.	**Miscellaneous Collocation Power Service Charge—** The miscellaneous collocation power service charge (NRC) specified for physical collocation applies.