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**JOINT SUPPLEMENTAL REPLY DECLARATION OF  
PAUL A. LACOUTURE AND  
VIRGINIA P. RUESTERHOLZ**

**ATTACHMENT U**

**REDACTED FOR PUBLIC INSPECTION**

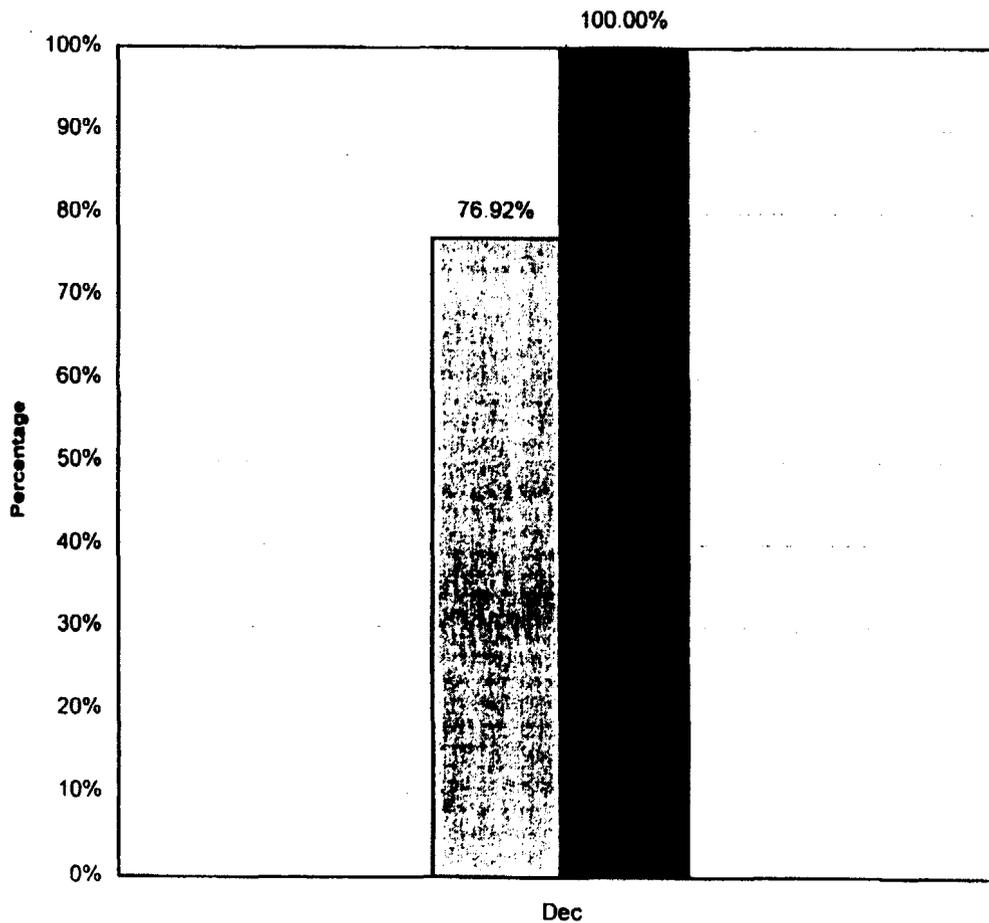


v

**JOINT SUPPLEMENTAL REPLY DECLARATION OF  
PAUL A. LACOUTURE AND  
VIRGINIA P. RUESTERHOLZ**

**ATTACHMENT V**

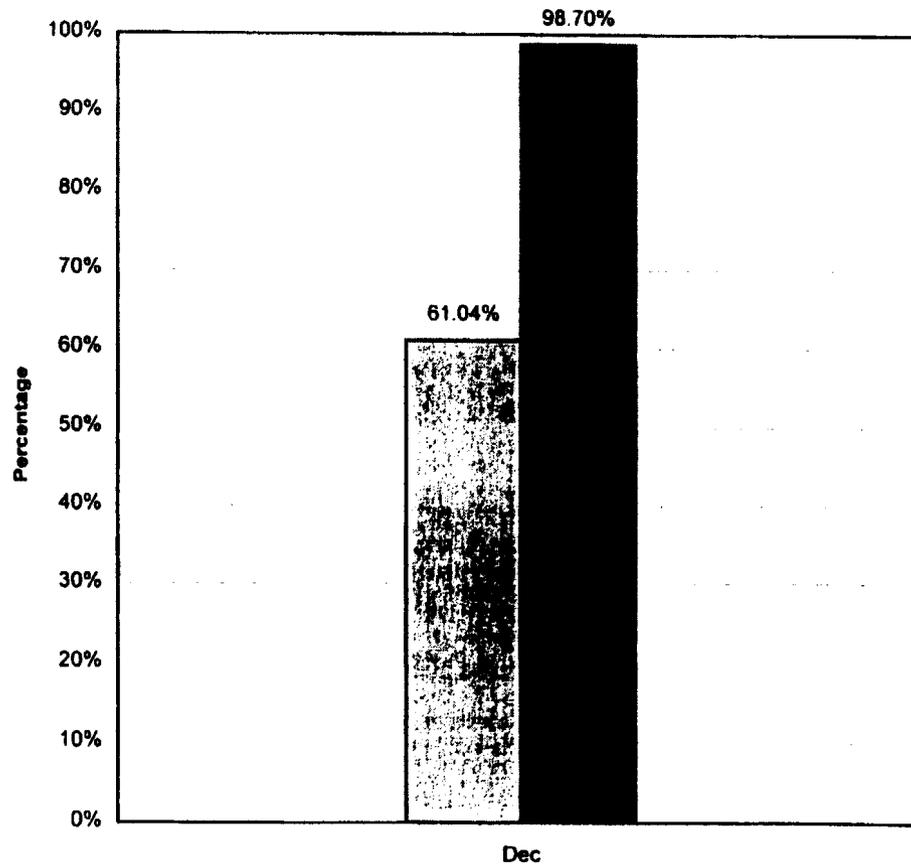
**Massachusetts Collocation  
Completions - Physical New Percentages Dec 2000**



□ Percentage Completed On Time

■ Percentage Completed On Time (Strike Adjusted)

**Massachusetts Collocation  
Completions - Physical Augment Percentages Dec 2000**



□ Percentage Completed On Time

■ Percentage Completed On Time (Strike Adjusted)

**Collocation Analysis  
December 2000**

**Physical New**

	<b><u>Dec</u></b>
<b>Completions</b>	13
<b>Completions - Missed</b>	3
<b>Completions - On Time</b>	10
<b>Strike Adjusted On Time</b>	13
<b>Percentage Completed On Time</b>	76.92%
<b>Percentage Completed On Time (Strike Adjusted)</b>	100.00%

**Physical Augments**

	<b><u>Dec</u></b>
<b>Completions</b>	77
<b>Completions - Missed</b>	30
<b>Completions - On Time</b>	47
<b>Strike Adjusted On Time</b>	76
<b>Percentage Completed On Time</b>	61.04%
<b>Percentage Completed On Time (Strike Adjusted)</b>	98.70%

**REDACTED FOR PUBLIC INSPECTION**



**JOINT SUPPLEMENTAL REPLY DECLARATION OF  
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**ATTACHMENT W**

**SENT VIA FIRST CLASS MAIL AND E-MAIL**

**MEMORANDUM**

**TO:** Service List, D.T.E. 98-57 Phase I

**FROM:** Tina W. Chin, Hearing Officer

**DATE:** February 16, 2001

**RE:** **Stamp-Approval of Verizon's January 12, 2001 Tariff Filing**

**CC:** Mary Cottrell, Secretary

On January 12, 2001, Verizon New England, Inc. d/b/a Verizon Massachusetts ("Verizon") filed with the Department of Telecommunications and Energy ("Department") tariff material consisting of revisions to Tariff No. 17. The January 12<sup>th</sup> filing proposed rate reductions for meet point interconnection arrangements, reciprocal compensation, and collocation power charges. In accordance with the January 24, 2001 procedural memorandum, AT&T Communications of New England, Inc. ("AT&T") and Covad Communications Company ("Covad"), jointly, and Conversent Communications of Massachusetts, LLC ("Conversent"), individually, filed comments on the January 12<sup>th</sup> filing. Specifically, AT&T and Covad filed a joint Petition to investigate certain provisions of the January 12<sup>th</sup> filing, and to suspend and investigate certain other provisions ("Petition"), and both the Petition and Conversent's comments addressed the proposed revisions to the collocation power provisions of Tariff No. 17. Additionally, Verizon filed a Letter of Explanation for its proposed revisions on February 1, 2001.

Please be advised that, after review and consideration, the Department stamp-approved Verizon's January 12, 2001 tariff filing on February 15, 2001. Should there be any questions or concerns, please feel free to contact me at (617) 305-3578.

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Miscellaneous Network Services  
 Part E Section 2  
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Verizon New England Inc.

2. **Physical Collocation**  
 2.2 **Responsibility of the Telephone Company**

<b>2.2.1 Accommodations</b>	
A.	The Telephone Company will permit the CLEC to establish a multiplexing node at the specified Telephone Company central office where the CLEC desires to interconnect or access unbundled network elements in order to place the necessary equipment. This service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested. Upon request, where there are two entry points to Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center for the CLEC's fiber optic cable, except where one entry of a two entry office is filled to capacity.
B.	In addition to the floor space, the Telephone Company will provide -48V DC power and AC power, battery and generator back-up power, AC power convenience outlets, heat, air conditioning and other environmental support to the CLEC equipment in the same manner that it provides such support items to its own equipment within that central office. Standard -48V DC power shall be provided per load amp, per feed. If requests for power or environmental support exceed the existing central office capacity, any extraordinary costs to provide that expanded capacity will be borne by the CLEC. (C)
C.	The Telephone Company will make a reasonable effort to place collocation nodes in areas of the central office requiring the least amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available, special construction charges will apply in order that the Telephone Company recover the costs for such special construction. When appropriate, special construction charges will be prorated in accordance with Section 2.6.

<b>2.2.2 Deployment Requirements</b>	
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.

Issued: January 12, 2001  
 Effective: February 11, 2001

Robert Mudge  
 President-MA

Verizon New England Inc.

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.	<p>If the Telephone Company reasonably determines that any CLEC activities, equipment or facilities are unsafe, do not meet the required standards or other specifications set forth in Part E of this tariff, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>The CLEC is responsible for time and material charges associated with the cost of this work and/or actions.</li> </ol>
E.	<p>The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by collocation arrangements. A CLEC found to be drawing more power than ordered at a site is in violation of the tariff and the following penalties will apply.</p> <ol style="list-style-type: none"> <li>The CLEC will be assessed a penalty fee equal to two times the total amps fused to the collocation arrangement for the time period from when the arrangement was installed (or converted to the power load billing method) to the date that the inspection revealed a violation. The penalty fee is in addition to the monthly rate applicable for DC power.</li> <li>On the date that the inspection revealed a violation, the Telephone Company will convert the CLEC's power back to the billing method based on total amps fused to the collocation arrangement.</li> </ol>

(N)  
 (N)

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Verizon New England Inc.

2. Physical Collocation  
2.3 Responsibility of the CLEC

<b>2.3.5 Inspections</b>	
E. (Continued)	
3.	The Telephone Company reserves the right to assess time and material charges associated with the costs of performing this inspection and for the inspection and verification of all collocation arrangements in Massachusetts. (N)
F.	Annually, each CLEC must submit a notarized statement in writing that it is not exceeding the total requested load as ordered on the collocation application. This attestation must be provided on an arrangement-by-arrangement basis and must be received by the Telephone Company no later than the last day of December for each year the arrangement is in service. (N)

Verizon New England Inc.

2. **Physical Collocation**  
2.3 **Responsibility of the CLEC**

2.3.6 <b>Technical Specifications</b>	
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.	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.

(X)

(X)

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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 25% of the applicable NRC.

**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.). The square foot charge applies according to geographic designations (metro, urban, suburban or rural). 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. The square foot charge applies according to geographic designations (metro, urban, suburban or rural).
- 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 is assessed per load amp, per feed requested. The rate applies according to geographic designations (metro, urban, suburban or rural). (C)  
(C)

Issued: January 12, 2001  
Effective: February 11, 2001

Robert Mudge  
President-MA

Verizon New England Inc.

### 3. Virtual Collocation

#### 3.5 Application of Rates and Charges

##### 3.5.6 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.

##### 3.5.7 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.

##### 3.5.8 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.

##### 3.5.9 Direct Current (DC) Power

- A. This monthly charge applies for the provision of -48V DC protected power required by the CLEC's equipment. It is assessed per load amp, per feed requested. The rate (C) applies according to geographic designations set forth in Part E, Section 2.

##### 3.5.10 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.

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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. <ol style="list-style-type: none"><li>-48V DC power shall be provided per load amp, per feed. AC convenience outlets and common aisle lighting will be provided for the entire SCOPE area and will be shared by all CLECs. (C)</li></ol>
C.	The Telephone Company always provides the SPOT bay (frame and terminations).

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Verizon New England Inc.

9. **Cageless Collocation Open Environment (CCOE)**  
9.2 **Responsibility of the Telephone Company**

<b>9.2.1 Accommodations</b>	
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 (per load amp, per feed), 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. (C)
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.

<b>9.2.2 Security</b>	
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.	Subject to the provisions of Section 9.3.3, the Telephone Company will provide the 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.

Issued: January 12, 2001  
Effective: February 11, 2001

Robert Mudge  
President-MA