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1300 I Street NW, Suite 400W  
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December 20, 2001

**Ex Parte**

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> St., S.W. – Portals  
Washington, DC 20554

*RE: Application by Verizon-New England Inc. for Authorization To Provide In-Region,  
InterLATA Services in State of Rhode Island, Docket No. 01-324*

Dear Ms. Salas:

Per the request of the CCB staff, Verizon is providing Rhode Island Public Utilities Commission Tariff No. 18, which was filed on December 14, 2001. Please let me know if you have any questions. The twenty-page limit does not apply as set forth in DA 01-2746.

Sincerely,

A handwritten signature in cursive script that reads "Clint E. Odom" followed by a circled "AD" in the bottom right corner.

Clint E. Odom

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PUBLIC UTILITIES COMMISSION



December 14, 2001

Ms. Luly E. Massaro  
Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, Rhode Island 02888

**RE: PUC RI Tariff No. 18 – Compliance Filing (RI Docket Nos. 2681 and 3363)**

Dear Ms. Massaro:

Enclosed please find an original and nine (9) copies of PUC RI Tariff No. 18, being filed today in compliance with the Commission's Order in Docket No. 2681, issued on December 3, 2001, and the Commission's Order in Docket No. 3363, issued on November 28, 2001. The tariff pages resulting from both of these Commission Orders are being filed with an effective date of 2/1/02.

For the Commission's convenience, currently effective tariff pages in Tariff No. 18 that were the result of previous Commission orders in Docket No. 2937 (Collocation) are being re-filed at this time in order that the Commission may have a complete tariff.

If you have any questions regarding this matter please do not hesitate to contact me at the number above. Thank you for your assistance in this matter.

Very truly yours,

*Bruce P. Beausejour (SAB)*  
Bruce P. Beausejour

Enclosures

cc: Steven Frias, Commission Counsel  
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Service Lists (2681 and 3363)

## RIPUC SERVICE LIST

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**VERIZON NEW ENGLAND INC.**  
**Rates and Charges Effective In**  
**THE STATE OF RHODE ISLAND**  
**PUC RI No. 18**

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**1. Tariff Information and General Regulations****1.1 General****1.1.1 Concurring, Connecting and Other Participating Carriers**

- A.** There are no concurring, connecting or other participating carriers.

**1.1.2 Tariff Structure**

- A.** The tariff is divided into parts which are structured alphabetically, (e.g., Parts A, B, C, etc.). Each part is subdivided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.).

**1.1.3 Page Revisions**

- A.** As a result of regulatory or marketing initiatives, tariff pages are revised and filed with the PUC on a continual basis. When tariff pages are filed, they show an issued and effective date (see page bottom). The issued date is the day upon which the pages were filed. The effective date is 30 days following the issued date, or the date upon which the pages have been ordered to become effective.
- B.** Each tariff page displays unique page identification information (see page top right). The first issuance of a page is labeled as the original. Future revisions are issued sequentially as follows, first revision, second revision, third revision, etc. Revised pages cancel effective pages. The effective page is the foundation upon which all revisions are made.
- C.** Supplement Numbers—Tariff pages are occasionally issued as supplements. This occurs when the page being filed is already pending PUC decision in another regulatory initiative. When the pending page becomes effective and the supplement page becomes effective as well, it becomes necessary to incorporate the revisions contained on the supplement page into a standard number tariff page. The incorporation will generally occur in the next regulatory initiative in which that page is involved.

**1.1.4 Tariff Codes**

- A.** Appearing in the right margins of tariff pages are upper case alphabetical characters enclosed in parenthesis. These characters represent a coding mechanism to explain the modification that has been made from one page revision to the next. The tariff codes are as follows.
1. (C)—A change in regulation
  2. (D)—A deletion due to discontinuance of a rate or regulation
  3. (I)—A rate that has been increased
  4. (N)—A new regulation or rate
  5. (R)—A rate that has been decreased

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1. Tariff Information and General Regulations  
1.1 General

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1.1.4	Tariff Codes
A.	(Continued)
6.	(S)—The incorporation of approved material issued under a supplement
7.	(T)—Text that has changed without causing a change in regulation
8.	(X)—Text that has been moved from one page to another

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**1. Tariff Information and General Regulations**  
**1.2 Referencing**

<b>1.2.1 Reference to Other Tariffs</b>	
<b>A.</b>	Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof. The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other tariffs of the Telephone Company which are referenced herein.

<b>1.2.2 Reference to Other Publications</b>	
<b>A.</b>	Technical reference documents (referenced as NIP-XXXX, NTR-XXXX) can be obtained from Manager, Technology Selection Management, Network and Technical Planning, 1166 Avenue of the Americas, Room 11015, NY, NY 10036.
<b>B.</b>	PUB AS No. 1, Issue II and Addendum can be obtained from National Exchange Carrier Association, Inc., Director-Tariff and Regulatory Matters, 100 S. Jefferson Rd., Whippany, NJ 07981 and the FCCs commercial contractor.
<b>C.</b>	NECA Tariff FCC No. 4 can be obtained from the FCCs commercial contractor.
<b>D.</b>	Other Technical publications (referenced as PUB, TR-NPL, TR-TSV, TR-TSY, BR, CB, GR or SR) can be obtained from Bell Communications Research, Inc. Distribution Storage Center, 60 New England Ave., Piscataway, NJ 08854.

<b>1.2.3 Trademarks and Service Marks</b>	
<b>A.</b>	Refer to PUC RI No. 15 and PUC RI No. 20 tariffs.

<b>1.2.4 Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers</b>	
<b>A.</b>	When the following terms are used in this tariff, the use of one term versus another is based upon the specific service offering being described, and the context of the situation under which the service is provided. The customer's use of one term over another is not meant to indicate that regulations, rates and charges contained through this tariff do not apply to the customer should the customer interchangeably use these terms when assigning reference to themselves.
<b>1.</b>	<b>Competitive Local Exchange Carrier</b> —A facilities based common carrier that meets all of the following criteria.
<b>a.</b>	Is authorized by the PUC to provide local exchange services as a facilities based carrier
<b>b.</b>	Provides dial tone and local exchange service under tariff within the state of Rhode Island
<b>c.</b>	Provides reciprocal interconnection arrangements under tariff or contract to all local exchange carriers upon request

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.2 Referencing**

<b>1.2.4</b>	<b>Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers</b>
<b>A. 1.</b>	<b>(Continued)</b>
<b>d.</b>	Provides access to 911 and E911 services and statewide relay service
<b>e.</b>	Complies with industry standards on all matters such as technical interconnection standards and billing standards
<b>f.</b>	Participates in intercarrier compensation arrangements and provides data for such arrangements required according to industry standards and practices.
<b>2.</b>	Telecommunications Carrier (TC)—Synonymous with the term CLEC.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.3 Tariff Terminology**

1.3.1 Abbreviations	
BFR	Bona Fide Request
CLEC	Competitive Local Exchange Carrier
DCAS	Direct Customer Access System
IC	Interexchange Carrier
ITC	Independent Telephone Company
NDR	Network Design Request
POT	Point of Termination
SCP	Service Control Point
SS7	Signaling System 7
STP	Signal Transfer Point
TC	Telecommunications Carrier
USOC	Universal Service Order Code

1.3.2 Definitions	
<p><b>800 Service Provider</b>—Any telecommunications service provider, i.e., Interexchange Carrier, Telecommunications Carrier, Local Exchange Carrier, that provides 800 Database Access Service to an end user.</p>	
<p><b>Access Code</b>—A sequence of numbers which, when dialed, will connect the caller to the provider of services associated with that sequence. An access code denotes a uniform five or seven digit code assigned by the Telephone Company to an individual CLEC. The five digit code has the form 10XXX and the seven digit code has the form 101XXXX.</p>	
<p><b>Access Tandem</b>—A switching system that provides traffic concentration and distribution functions for interexchange traffic originating/terminating within a LATA. The access tandem provides the interexchange carrier with access to more than one end office within the LATA. More than one access tandem may be required to provide access to all end offices within a LATA.</p>	
<p><b>Act</b>—The Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as, from time to time, interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.</p>	

Verizon New England Inc.

# 1. Tariff Information and General Regulations

## 1.3 Tariff Terminology

### 1.3.2 Definitions

**Affiliate**—As Defined in the Act means a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity, whereby "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

**Answer/Disconnect Supervision**—The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

**Bona Fide Request Process**—The process that prescribes the terms and conditions pursuant to which a requesting telecommunications carrier can request that the Telephone Company provide it with unbundled network elements that the Telephone Company has not already provided under the terms of an interconnection agreement to another requesting telecommunications carrier and has not been made generally available under the terms of this tariff.

**Carrier Identification Code**—A three or four digit number used by the Telephone Company to provide terminating local exchange service access to a CLEC and implement appropriate measurement capabilities associated with CLEC switched interconnection services.

**Channel**—An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

**Cross Connection**—A connection provided pursuant to collocation at the digital signal cross connect, main distribution frame or other suitable frame or panel between the collocating party's equipment and the equipment or facilities of the Telephone Company. Cross connection can be between two network elements not related to collocation or interconnection per se.

**Digital Signal Level**—One of several transmission rates in the time-division multiplex hierarchy.

**Digital Signal Level 0 (DS0)**—The 64 kbps zero-level signal in the time-division multiplex hierarchy. The effective transport rate of a DS0 signal may be less than 64 kbps as a result of technology limitations. A DS0 provides the digital equivalent of an analog voice grade channel.

**Digital Signal Level 1 (DS1)**—The 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. A DS1 traditionally provides twenty-four DS0 channels, each of which provides the digital equivalent of an analog voice grade channel.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.3 Tariff Terminology**

1.3.2 Definitions
<p><b>Digital Signal Level 3 (DS3)</b>—The 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing. A DS3 traditionally provides twenty-eight DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels, resulting in a DS3 having the equivalent capacity of 672 equivalent voice grade channels.</p>
<p><b>Direct Customer Access System</b>—An electronic interface system provided by the Telephone Company to facilitate the ordering, provisioning and maintenance of various competitive offerings provided to telecommunications carriers, including: interconnection arrangements, unbundled network elements, resale of retail services at wholesale rates, and many other offerings.</p>
<p><b>Directory Assistance</b>—The provision of telephone numbers by a Telephone Company operator when the operator location is accessed by TC end users by sending the appropriate signals, e.g., offhook, 411, 555-1212 or NPA + 555-1212.</p>
<p><b>Directory Assistance Location</b>—A Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a TC's premises and selects the first operator position to respond to the Directory Assistance call.</p>
<p><b>End Office</b>—An exchange Telephone Company switching system or facility interconnection node located in an NXX serving area where Telephone Exchange service customer station loops are terminated for purposes of interconnection to trunks or other dedicated customer station loops also served out of that switching system or facility interconnection node. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.</p>
<p><b>End User</b>—Any customer of an intrastate telecommunications service that receives dial tone from the Telephone Company or CLEC to originate calls for termination into the public switched network and is not a carrier, except that a carrier shall be deemed to be an end user to the extent that such carrier uses a telecommunications service for administrative purposes.</p>
<p><b>Exchange Access</b>—The offering of access to telephone exchange services or facilities for the purposes of the origination or termination of telephone toll services.</p>
<p><b>Exchange Telephone Company</b>—The Telephone Company, CLECs, or independent telephone company.</p>
<p><b>Group Routings</b>—The translations, routings and screenings the Telephone Company must perform at its end offices and tandems to make the customer's network operate according to the customer's specifications.</p>

Verizon New England Inc.

# 1. Tariff Information and General Regulations

## 1.3 Tariff Terminology

### 1.3.2 Definitions

**Incumbent Local Exchange Carrier**—With respect to an area, the local exchange carrier that (a) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and (b)(1) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the FCC's regulations (47 C.F.R. 69.601(b)); or (b)(2) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (1). For purposes of this tariff, the Telephone Company is the ILEC in the current areas of the state in which it presently provides local exchange service.

**Interconnection**—As described in the Act and refers to the connection of network, equipment, or facilities of the Telephone Company with the network, equipment, or facilities of another TC for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic.

**InterLATA Service**—As defined in the Act means telecommunications between a point located in a LATA and a point outside such area.

**Local Exchange Service**—Also referred to as Plain Old Telephone Service (POTS), this is a service that supplies the end user with local dial tone and a telephone connection to the public switched telecommunications network and provides the end user a unique telephone number address on the public switched network.

**Local Traffic**—Any intrastate call which is originated and terminated within a local calling area as defined in PUC RI No. 15, Part A, Section 6.

**Network Design Request**—A procedure that establishes the TC's initial presence in a switch. A Project Manager coordinates the meeting which will be attended by the TC's technical and administrative team and representatives from each Telephone Company department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the Account Team and the TC. An NDR is required prior to a TC ordering any unbundled line ports.

**Point of Termination**—The demarcation point in an NXX serving area at which the Telephone Company's provision of service ends. The point of demarcation is the point of interconnection between Telephone Company communications facilities and CLEC provided facilities. The Telephone Company's designated point of termination for CLEC traffic terminated to the Telephone Company shall be the point of termination bay for a collocated interconnection node or a comparable alternative arrangement provided under an individual case basis arrangement located in the terminating end user's end office or its designated serving access tandem.

**Point of Termination Bay**—The intermediate distributing frame system which serves as the point of demarcation for physically collocated interconnection.

Verizon New England Inc.

**1. Tariff Information and General Regulations****1.3 Tariff Terminology****1.3.2 Definitions**

**Port**—A line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual customer trunks and the switching components of an end office switch and the associated switching functionality in that end office switch. Each port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. The port element is part of the provision of the unbundled local switching element.

**POTS Traffic**—IntraLATA exchange service traffic (local calls, toll calls, and 800 dialed calls with POTS translated numbers) which originates at the valid NXXs served by a CLEC's network and terminates at the NXXs served by the Telephone Company's network. Operator, directory, 500, 700, 900, 911 and interLATA traffic are not considered to be POTS traffic for purposes of this tariff. IntraLATA calls carried by a CLEC that do not originate from that CLEC's valid NXX in the LATA are also not included in this definition. Moreover, this definition does not include exchange access, cellular and other wireless traffic. Exchange service shall be a service which supplies the user with local dial tone and a telephone connection to, and a unique telephone number address on the public switched telecommunications network (e.g., basic exchange lines, basic exchange trunks, digital PBX trunks, Centrex or Centrex-type station lines).

**Requesting TC**—A TC that has placed an order for the purchase of services under this tariff, and has the appropriate legal authority to utilize such services in the offering of telecommunications services to its own customers.

**Service Control Point**—A component of the signaling network that acts as a database to provide information to another component of the signaling network (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

**Signaling System Seven**—An internationally standardized, general purpose Common Channel Signaling protocol.

**Signaling System Seven Network**—A digital data network carrying signaling information which interfaces with the Telephone Company voice/data network for services using the American National Standards Institute (ANSI) Common Channel Signaling 7 (CCS7) signaling protocol.

**Signal Transfer Point**—A component of the SS7 signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCS messages and it is a packet switch that utilizes the SS7 protocol.

**Signaling Point**—A switch that is capable of supporting SS7 signaling.

**Signaling Point of Interconnection**—The customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the TC.

Verizon New England Inc.

**1. Tariff Information and General Regulations****1.3 Tariff Terminology****1.3.2 Definitions**

**Strapping**—The act of installing a permanent connection between a POT bay and a collocated party's physical collocation node.

**Switched Exchange Access Service**—The offering of transmission or switching services to TCs for the purpose of the origination or termination of telephone toll service. Switched exchange access services, which are offered under PUC RI No. 20 and FCC No. 11 tariffs, include Feature Group A, Feature Group B, Feature Group D, 800/888 access, 900 access and their successors or similar switched exchange access services.

**Tandem**—The customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the telecommunications carrier. Tandem switches are Class 4 switches which provide interconnection between other switches in the network. While the physical switch(es) may serve an end office function, the tandem functionality is strictly that which provides interconnection between end offices. It does so in cases where direct trunk groups are not economically justified, or when the network configuration indicates alternate routing is economically justified.

**Technically Feasible Points**—Points at which it is technically or operationally feasible or possible to interconnect with or access the Telephone Company network without either creating a legitimate threat to the reliability or security of the Telephone Company's network or precluding the Telephone Company from maintaining responsibility for the management, control, and performance of its network.

**Telecommunications**—As defined in the Telecommunications Act of 1996, the transmission between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Act**—The Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

**Telecommunications Service**—As defined in the Telecommunications Act of 1996, the offering of telecommunications for a fee directly to the public, or to such classes of users and to be effectively available directly to the public, regardless of the facilities used to transmit the telecommunications service.

**Telephone Company**—Verizon New England Inc. unless otherwise stated. Verizon New England Inc. also does business under the name Verizon Rhode Island. Advertising and billing of customers are done under the name Verizon New England Inc.

**Telephone Exchange Service**—As defined in the Act means: (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.3 Tariff Terminology**

1.3.2 Definitions
<p><b>Telephone Exchange Service Call</b>—A call completed between two telephone exchange service customers of two local exchange carriers located in the same LATA, originated on one party's network and terminated on the other party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (101XXXX) call. Telephone exchange service traffic is transported over traffic exchange trunks.</p>
<p><b>Telephone Toll Service</b>—As defined in the Act means telephone service between stations in different exchange areas for which there is a separate charge not included in contracts with subscribers for exchange service. For purposes of this tariff, all calls for which toll dialing parity applies are considered telephone toll service calls and all calls for which toll dialing parity does not apply are not considered as telephone toll service calls.</p>
<p><b>Trunk</b>—A transmission path connecting two switching systems in a network, used in the establishment of an end-to-end connection.</p>
<p><b>Universal Service Order Code</b>—A three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company's billing system to generate recurring rates and NRCs.</p>

Verizon New England Inc.

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**1. Tariff Information and General Regulations**  
**1.4 Application of Tariff**

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1.4.1 Scope	
A.	This tariff sets forth the terms, conditions, and pricing under which the Telephone Company offers to provide collocation arrangements to any requesting CLEC, pursuant to Section 251 of the Act. The services contained herein are in addition to those being provided and/or available on an individual contract basis between the Telephone Company and the CLEC.
B.	Failure of the Telephone Company to enforce or insist upon compliance with any provision of this tariff shall not constitute a waiver of its right to enforce future compliance with that provision or compliance with any other provision hereof.
C.	No retroactive changes or declarations will be accepted with respect to the rating, re-rating, or reclassification of existing services.

Verizon New England Inc.

# 1. Tariff Information and General Regulations

## 1.5 Use of Service

### 1.5.1 Scope

- |    |   |
|----|---|
| A. | A TC, its customer, joint user, or authorized user may not assign, or transfer the service, without the written consent of the Telephone Company. The Telephone Company will permit a TC to transfer its existing service to another TC if the existing TC has paid all charges owed to the Telephone Company. When physical or software network changes are involved, such a transfer will be treated as a disconnection of existing service and installation of new service, and service order installation charges will apply. |
|----|---|

### 1.5.2 Lawful Use

- |    |  |
|----|--|
| A. | The service provided under this tariff shall not be used for an unlawful purpose.  |
| B. | The Telephone Company reserves the right to discontinue service without notice or refuse service because of abuse or fraudulent use of service. The Telephone Company will seek legal recourse as it deems necessary in order to recover any costs incurred as a result of such abuse or fraudulent use of service. Abuse or fraudulent use of service includes but is not limited to the following actions. |
|    | <ol style="list-style-type: none"> <li>1. Misuse of ANI information.</li> <li>2. Fraudulent transmission and misrepresentation of interLATA traffic on CLEC or POTS trunks.</li> <li>3. Fraudulent end user orders for transfer of service.</li> <li>4. Fraudulent use of the Telephone Company's network in association with a collocation arrangement.</li> </ol>  |

### 1.5.3 Title or Ownership Rights

- |    |  |
|----|--|
| A. | The payment of rates and charges by CLECs for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Telephone Company in the provision of such services. |
|----|--|

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Verizon New England Inc.

# 1. Tariff Information and General Regulations

## 1.6 Responsibility of the Telephone Company

1.6.1 Scope	
A.	The Telephone Company does not undertake to transmit messages under this tariff.
B.	The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
C.	The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the CLEC for the furnishing of any service.

1.6.2 Liability	
A.	The Telephone Company shall not be liable to the TC or the TC's customers for any interruption of the TC's service or for interference with the operation of the TC's facilities arising in any manner out of the TC's use of space in the Telephone Company's central offices, unless caused by the Telephone Company's willful misconduct.
B.	With respect to any other claim or suit, by a CLEC or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the following provisions, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the CLEC under this tariff as a credit allowance for a service interruption.
C.	The Telephone Company shall not be liable for any act or omission of any other CLEC or party providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other CLEC or party providing a portion of a service.
D.	The Telephone Company is not liable for damages to the CLEC's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
E.	The Telephone Company shall be indemnified, defended and held harmless by the end user or the CLEC against any claim, loss or damage arising from the end user's use or the CLEC's use of services offered under this tariff, involving the following claims. <ol style="list-style-type: none"> <li>1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's or CLEC's own communications.</li> <li>2. Claims for patent infringement arising from the end user's or CLEC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or CLEC.</li> <li>3. All other claims arising out of any act or omission of the end user or CLEC in the course of using services provided pursuant to this tariff.</li> </ol>

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.6 Responsibility of the Telephone Company**

1.6.2 Liability	
F.	The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company occurring in the course of furnishing service or other facilities and not caused by the negligence of the CLEC, or by the Telephone Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the CLEC for a period of service during which such mistake, omission, interruption, delay, error or defect in transmission or failure or defect in facilities occur.
G.	The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the CLEC from any and all claims by any person relating to the CLEC's use of services so provided.
H.	No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the CLEC against claims of patent infringement arising solely from the use by the CLEC of services offered under this tariff and will indemnify such CLEC for any damages awarded based solely on such claims.
I.	The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God, Y2K anomalies, and other circumstances beyond the Telephone Company's reasonable control, subject to the credit allowance for a service interruption as set forth in Part A, Section 4.3.
J.	The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
K.	The Telephone Company shall not be held responsible for any claims arising from the CLEC's failure to provide accurate information required to accurately populate E911 databases, or the CLEC's failure to provide timely E911 information updates.
L.	For 911/E911 optional services, the Telephone Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused directly or indirectly by the user of 911/E911.
M.	In the absence of gross negligence or willful misconduct, no liability for damages to the purchasing CLEC shall attach to the Telephone Company for its action or conduct of its employees in providing recording service.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.6 Responsibility of the Telephone Company**

<b>1.6.3 Collocation Liability and Indemnification</b>	
<b>A.</b>	Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence of the party's agents or employees. In the case of acts of gross negligence by the CLEC, its employees or its agents, the CLEC is responsible for damages incurred by the Telephone Company in order to repair the Telephone Company's facilities or equipment.
<b>B.</b>	The Telephone Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the central office or by an act or omission of the CLEC, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLEC.
<b>C.</b>	The Telephone Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to reasonable attorney's fees resulting from or arising out of any breach of the foregoing provision.
<b>D.</b>	The Telephone Company and the CLEC shall each be responsible for all persons under their control or agents working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.
<b>E.</b>	The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. When feasible, the Telephone Company shall provide the CLEC with 180 days written notice of such termination and identify the schedule by which the CLEC must proceed to have CLEC provided equipment or property removed from the multiplexing node and associated cable and conduit. 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.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.6 Responsibility of the Telephone Company**

1.6.3 Collocation Liability and Indemnification	
F.	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 this tariff, 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 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.
G.	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.

1.6.4 Provision of Service	
A.	The use, installation and restoration of services shall be in accordance with Part 64.401, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities. Subject to compliance with those rules, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to CLEC's on a first-come, first-served basis.
B.	Interconnection services which are provided by means of wire, fiber optic, radio or any other suitable technology or a combination thereof, are offered under the provisions of this tariff subject to availability.
C.	The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a former CLEC, its majority or minority owners or affiliates who are indebted to the Telephone Company for telephone service previously furnished, until the indebtedness is satisfied.
1.	In the event that service is connected for a CLEC who is indebted to the Telephone Company for service previously furnished to the CLEC, the Telephone Company will notify the CLEC in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the CLEC satisfies the indebtedness within 10 days of the date of the CLEC's receipt of such written notification.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.6 Responsibility of the Telephone Company**

<b>1.6.5 Automatic Number Identification (ANI)</b>	
<b>A.</b>	ANI information relating to a telephone subscriber, where provided in this tariff or under reciprocal arrangements whereby a CLEC completes traffic originated from a Telephone Company end user, is provided to the CLEC or its customer (ANI recipient) in accordance with the following terms and conditions.
<b>1.</b>	The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
<b>2.</b>	The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing regulations notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
<b>3.</b>	The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified herein, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

<b>1.6.6 Discontinuance of Network Elements for Cause</b>	
<b>A.</b>	The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons.
<b>1.</b>	Upon non-payment of any sum owed to the Telephone Company for more than thirty days beyond the date of rendition of the bill for service, or upon violation of any terms or conditions governing the furnishing of network element service, the Telephone Company may on thirty days advance notice in writing to the TC, discontinue the furnishing of new or existing network element services.
<b>2.</b>	Without notice, in the event of a violation of any regulation governing network element services.
<b>3.</b>	Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the service.
<b>4.</b>	In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue service without notice and/or seek legal recourse to recover all costs involved with the enforcement of this provision.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.6 Responsibility of the Telephone Company**

<b>1.6.7 Network Administration</b>	
<b>A.</b>	The Telephone Company will, whenever possible, administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Service levels are considered acceptable only when both the TC and the Telephone Company are able to establish connections with little or no delay encountered within their respective networks. The Telephone company maintains the right to apply protective controls (e.g., call gapping) which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with all TC network interconnection services.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.7 Responsibility of the CLEC**

1.7.1 Scope	
A.	The services provided under this tariff shall be maintained by the Telephone Company. The CLEC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.
B.	The CLEC, its customer, joint user or authorized user may not assign or transfer the use of services provided under this tariff without the expressed written consent of the Telephone Company; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following individual(s) or parties. <ol style="list-style-type: none"> <li>1. From one CLEC to another CLEC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services.</li> </ol>
C.	In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. The acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.
D.	The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
E.	When an independent telephone company provides local exchange service to an end user in the Telephone Company's serving area, the independent telephone company will maintain a separate network for the exchange of such local traffic.
F.	Signals applied to a metallic facility shall conform to the limitations set forth in PUB AS No. 1. <ol style="list-style-type: none"> <li>1. In order to protect the Telephone Company's facilities and personnel, and the services furnished by the Telephone Company to other CLECs from potential harmful effects, the signals applied to the Telephone Company's service shall not cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company, channels or facilities of others, shall be provided at the CLEC's expense.</li> </ol>

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.7 Responsibility of the CLEC**

1.7.2	Liability
A.	The CLEC shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the CLEC, its owners, agents, employees or independent contractors, or resulting from the CLEC's, its owners, agents, employees or independent contractors, improper or unauthorized use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another CLEC's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the CLEC in prosecuting a claim against the person causing such damage and the CLEC shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.
B.	With respect to claims of patent infringement made by third persons, the CLEC shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the CLEC.
C.	The CLEC shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance or removal of the CLEC's circuits, facilities or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, workmen's compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the CLEC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the CLEC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the CLEC, its officers, agents or employees.
D.	The CLEC shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the CLEC or third parties arising out of any act or omission of the CLEC in the course of using services provided under this tariff.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.7 Responsibility of the CLEC**

<b>1.7.2 Liability</b>	
<b>E.</b>	For 911/E911 optional services, the CLEC agrees except where the events, incidents, or eventualities set forth herein are the result of the Telephone Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Telephone Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the CLEC or by any CLEC customer, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the CLEC or others. The CLEC also agrees to release, indemnify, defend and hold harmless the Telephone Company from any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition occasion, or use of access to E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful acts of the CLEC, its customers, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Telephone Company, its employees or agents.

<b>1.7.3 Collocation Liability and Indemnification</b>	
<b>A.</b>	The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space within or on the exterior of the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company.
<b>B.</b>	The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorneys' fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of, the central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.7 Responsibility of the CLEC**

<b>1.7.3 Collocation Liability and Indemnification</b>	
<b>C.</b>	The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorneys' fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
<b>D.</b>	The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its use of the space within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent.
<b>E.</b>	The CLEC, at its own cost, shall comply with all present and future laws, ordinances, rules, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon the Telephone Company or the CLEC with respect to the central office/serving wire center whether or not arising out of the CLEC's use or manner of use.

<b>1.7.4 Ownership of Facilities</b>	
<b>A.</b>	Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company.

<b>1.7.5 Equipment Space and Power</b>	
<b>A.</b>	The CLEC shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of alternating current or direct current power shall be mutually agreed to by the CLEC and the Telephone Company. The CLEC shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.7 Responsibility of the CLEC**

<b>1.7.6 Availability for Testing and Inspection</b>	
<b>A.</b>	The services provided under this tariff shall be available to the Telephone Company for inspection at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition and conformance to technical standards. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.
<b>B.</b>	The CLEC is responsible for initiating testing for, and isolating all end user troubles. The Telephone Company will cooperatively test with the CLEC in order to confirm and clear the trouble.

<b>1.7.7 Coordination with Respect to Network Contingencies</b>	
<b>A.</b>	The CLEC shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the restoration priority requirements of Part 64 of the FCC's rules.
<b>B.</b>	The CLEC will administer its network to insure the provision of acceptable service levels to all telecommunications users of its network services. Service levels are considered acceptable when both the CLEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective network.

<b>1.7.8 Signals</b>	
<b>A.</b>	In order to protect the Telephone Company's facilities and personnel and the services furnished to other TCs by the Telephone Company from potentially harmful effects, the signals applied to the Telephone Company's service shall be such as not to cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company and the channels or facilities of others shall be provided at the TC's expense.

<b>1.7.9 Balance</b>	
<b>A.</b>	All signals for transmission over the services provided under this tariff shall be delivered by the CLEC balanced to ground except for ground start and duplex (DX).

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.7 Responsibility of the CLEC**

<b>1.7.10 Design of CLEC Services</b>	
<b>A.</b>	The CLEC shall be solely responsible, at its own expense for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

<b>1.7.11 References to the Telephone Company</b>	
<b>A.</b>	The CLEC may advise end users that certain services are provided by the Telephone Company in connection with the service the CLEC furnishes to end users; however, the CLEC shall not represent that the Telephone Company jointly participates in the CLEC's services or otherwise use the name of the Telephone Company, its parent corporation, subsidiaries or affiliates in any advertising or other marketing efforts, without expressed written consent of the Telephone Company.

<b>1.7.12 Reciprocal Arrangements</b>	
<b>A.</b>	
<b>B.</b>	The CLEC is responsible to first provide input to the local exchange routing guide in order for the Telephone Company to activate the CLEC NXX code in the Telephone Company network.
<b>C.</b>	The CLEC is responsible to update in a timely and accurate manner, industry publications (such as the LERG, and NECA Tariff FCC No. 4). These publications must be provided or updated prior to activation of a TC NXX code in the Telephone Company network, in accordance with central office code guidelines.

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<b>1.7.13 Relationships With Other Carriers</b>	
<b>A.</b>	The CLEC is responsible to establish and maintain its own business relationship with ICs, cellular carriers, independent telephone companies, and other CLECs for purposes of provisioning, billing, and conducting its general business.

Verizon New England Inc.

# 1 Tariff Information and General Regulations

## 1.7 Responsibility of the CLEC

1.7.14 Signaling	
A.	The TC's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.
B.	Signaling for connections to unbundled network elements must use CCS/SS7 where available. Where CCS/SS7 is not available, or where the use of CCS/SS7 is determined by the Telephone Company to be inappropriate, multifrequency protocol may be used.

1.7.15 Facility and Equipment Standards	
A.	Any facility, equipment or labor provided or used by the TC or its vendor which utilizes the property of the Telephone Company or terminates on the Telephone Company property must comply with Telephone Company vendor approval and certification standards.

1.7.16 Automatic Number Identification (ANI)	
A.	A TC must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the potential abuse of ANI consistent with tariff requirements.
B.	Violation of applicable tariff terms and conditions by any ANI recipient shall result, after a determination through the PUC's complaint process, in suspension of the transmission of ANI by the Telephone Company until such time as the PUC receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the PUC determines that there have been three or more separate violations in a twenty-four month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the PUC.
1.	Violation of these terms and conditions by a TC may result in PUC prosecution of penalty and enforcement proceedings.

1.7.17 Alternate Billed Calls	
A.	TCs purchasing services from this tariff are responsible for billing and collecting revenues for alternate billed calls such as calling card, billed to third party, and collect calls charged to their customers which utilize the Telephone Company's network. The Telephone Company is responsible for billing and collecting revenues for such calls charged to its customers when the TC's network is used. Both parties are responsible for providing the other party with call details in industry standard format in order to accomplish this.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.8 Force Majeure**

1.8.1 Reciprocal Responsibilities	
<b>A.</b>	Neither party shall be liable for any delay or failure in performance of any obligation under this tariff (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, Y2K anomalies, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each a force majeure event). If any such event occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to mitigate the effects of such event. During the duration of the event, the duties of the parties under this tariff affected by the event shall be abated and upon cessation of such event, shall resume as promptly as reasonably practicable, without liability thereafter.
<b>B.</b>	Notwithstanding Section 1.7.2, no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a party's subcontractors, material-persons, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves 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 other failure to perform.
<b>C.</b>	Neither party shall be liable for any act or omission of any other entity furnishing to the other party facilities, equipment, or services used in conjunction with the services provided in this tariff. Nor shall either party be liable to the other party for any damages or losses due to unauthorized use of the services provided under this tariff.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.9 Customer Notification and Coordination**

1.9.1 Changes and Substitutions	
A.	The Telephone Company may, where such action is reasonably required in the operation of its business, perform the following actions. <ol style="list-style-type: none"><li>1. Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to: substitution of different metallic facilities, substitution of carrier or derived facilities for metallic facilities, and substitution of metallic facilities for carrier or derived facilities.</li><li>2. Change minimum protection criteria.</li><li>3. Change operating or maintenance characteristics of facilities.</li><li>4. Change operations or procedures of the Telephone Company.</li></ol>
B.	In the case of any such substitution, change or rearrangement, the transmission parameters will be within the range specified for the individual services involved. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any CLEC furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the CLEC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the CLEC to determine reasonable notification requirements. <ol style="list-style-type: none"><li>1. The Telephone Company is not responsible for any additional costs incurred by the CLEC as a result of such changes, substitution or rearrangements.</li></ol>

1.9.2 Refusal and Discontinuance of Service	
A.	If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by Certified US Mail to the person designated by the CLEC to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service without further notice.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.9 Customer Notification and Coordination**

**1.9.2 Refusal and Discontinuance of Service**

- B.** If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by Certified US Mail to the person designated by the CLEC to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice.

**1.9.3 Interference or Impairments**

- A.** The characteristics and methods of operation of any circuits, facilities or equipment provided by a CLEC and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public or tend to injuriously affect the efficiency of Telephone Company personnel, plant, property or service.
- B.** If such characteristics or methods of operation are not in accordance with the preceding paragraph, the Telephone Company will, where practicable, notify the CLEC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances.
1. In cases of such temporary discontinuance, the CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
  2. During such period of temporary discontinuance, credit allowance for service interruptions is not applicable.
- C.** If the CLEC is not in compliance with protective requirements for CLEC provided equipment, the Telephone Company may take such action as may be required in order to protect its facilities and personnel from harm. The Telephone Company will notify the CLEC in writing, by Certified US Mail, of the need for corrective action. In the event the CLEC fails to respond to the notice within 10 days of having received such notice, or within the timeframe that may be specified in the notice, the Telephone Company may take what ever action it deems necessary, including the suspension of service. The Telephone Company will provide the CLEC a statement of technical parameters as needed.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.10 Confidential Information**

**1.10.1 Collocation**

- A.** The Telephone Company will hold in confidence, information provided to it by the CLEC and information known to the Telephone Company as a result of the interconnection of equipment contained in the central office to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the CLEC is to hold in confidence information provided to it by the Telephone Company and information known to the CLEC as a result of its presence in Telephone Company locations if such information is of a competitive nature. Neither party is obligated to hold in confidence the following information.
1. That information which was already known to the party free of any obligation to keep it confidential.
  2. Information that was or becomes publicly available by other than authorized disclosure.
  3. Information that was rightfully obtained from a third party not obligated to hold such information in confidence.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.11 General Responsibilities of the Interconnecting Parties**

1.11.1 Regulations	
A.	Each party hereby retains the right to exercise full control of and supervision over its own performance of its obligations hereunder, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees, including the payment of and compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability hereto and except as otherwise expressly provided herein, each party shall be responsible for its own acts and the performance of all obligations imposed by all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees [collectively, (i) Applicable Laws in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents, and contractors during the performance of that party's obligations hereunder]. Neither this tariff, nor any actions taken by the Telephone Company or the requesting TC in compliance with this tariff, shall be deemed to create an agency, joint venture, or other relationship between the Telephone Company and the requesting TC of any kind, other than that of purchaser and seller of services. Neither this tariff, nor any actions taken by the Telephone Company or the requesting TC in compliance with this tariff, shall create a contractual, agency, or any other type of relationship or third party liability between the Telephone Company and the requesting TC end user or others.
B.	The parties may exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnection required to assure traffic completion to and from all customers in their respective designated service areas.
C.	Each party is individually responsible to provide access to facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other party's network and for delivering such traffic to the other party's network in the standard format compatible with the Telephone Company's network and to terminate the traffic it receives in that standard format to the proper address on its network. See BOC Notes on the Network (SR-TSV-00275) for a general description of the design of local exchange carrier network. The parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
D.	Neither party shall use any service related to or in connection with any of the telecommunications services provided hereunder in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either party's customers or end users. Either party may discontinue or refuse service if the other party violates this provision. Upon such violation, either party shall provide the other party notice, if practicable, at the earliest practicable time.
E.	Each party is solely responsible for the services it provides to its customers and to other TCs.

Verizon New England Inc.

**1. Tariff Information and General Regulations**  
**1.11 General Responsibilities of the Interconnecting Parties**

1.11.1 Regulations	
F.	The parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this tariff.
G.	Each party is responsible for administering NXX codes assigned to it.
H.	Each party is responsible for obtaining LERG listings of CLLI codes assigned to its switches.
I.	Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.
J.	Each party shall program and update its own central office switches and end office switches and network systems to recognize and route traffic to and from the other party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined herein, neither party shall impose any fees or charges on the other party for such activities.
K.	In addition to the obligations of the parties to maintain insurance coverage at all times during the term each party shall keep and maintain in force, at their own expense all insurance required by law (e.g., workers compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident and automobile liability with coverage for bodily injury and for property damage. Upon request from the other party, each party shall provide to the other party evidence of such insurance (which may be provided through a program of self insurance).
L.	Nothing herein shall prevent the requesting TC from purchasing elements or services under existing Telephone Company tariffs. Any such elements or services purchased by the requesting TC will be provided at the prevailing tariffed rates.
M.	The Telephone Company will, where practicable, notify the requesting TC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuances, the requesting TC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

Verizon New England Inc.

## 2. Bona Fide Request Process (BFR)

### 2.1 General

The following process is utilized by Telephone Company to consider requests for interconnection, access to new unbundled network elements, or new services for resale.

2.1.1	Description
A.	The Telephone Company shall promptly consider and analyze requests for interconnection or access to new unbundled network elements through the submission of a BFR hereunder.
B.	A BFR shall be submitted in writing and shall include accurate and complete information and a technical description.
C.	The requesting TC may cancel a BFR at any time, but shall pay the Telephone Company's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
D.	Within ten business days of its receipt, the Telephone Company shall acknowledge receipt of the BFR.
E.	Except under extraordinary circumstances, within thirty days of its receipt of a BFR, the Telephone Company shall provide to the requesting TC a preliminary report including analysis of such BFR. The preliminary analysis shall confirm that the Telephone Company will offer the arrangement, service or element or will provide a detailed explanation that it is not technically feasible and/or that the request does not qualify to be provided under the Act. If the request is found to be valid, the preliminary report shall include a time and cost estimate for completion of the detailed report.
F.	If the Telephone Company determines that the BFR is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the BFR upon receipt of written authorization from the requesting TC. When it receives such authorization, the Telephone Company shall promptly develop the requested service, element or interconnection arrangement, determine its availability, calculate the applicable prices and establish installation intervals.
G.	Unless the parties otherwise agree, the requested service, element or interconnection arrangement must be priced in accordance with Section 2.5.2(d)(1) of the Act.
H.	As soon as feasible, but no later than ninety days after its receipt of authorization to proceed with developing the BFR, the Telephone Company shall provide to the requesting TC a detailed report containing the complete BFR quote which will include, at a minimum, a description of each request, the availability, the applicable rates and the installation intervals.
I.	Within ninety days of receipt of the detailed report (BFR quote), the requesting TC must either confirm its order for the BFR pursuant to the BFR quote or seek arbitration by the PUC pursuant to Section 252 of the Act.

Verizon New England Inc.

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**2. Bona Fide Request Process (BFR)**  
**2.1 General**

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2.1.1	Description
J.	If one party believes that the other party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such party may seek mediation or arbitration by the PUC pursuant to Section 252 of the Act.

New England Telephone and Telegraph Company

**3. Ordering of Service**  
**3.1 Orders for Unbundled Network Elements (UNEs)**

<b>3.1.1 General</b>	
A.	The Telephone Company provides non-discriminatory access to UNEs, where deployed and to the extent technically feasible.
B.	A single service order is an order comprised of services which are ordered for the same due date and at the same central office location. In addition, when a single service order contains as one of its service components, a request for the link unbundled network element, the links so ordered must be for installation at the same physical customer premises.
C.	The TC may order unbundled links and switch ports on the same service order. Both of the NRCs which separately apply for the installation of the link and installation of the port will apply.

<b>3.1.2 Modification</b>	
A.	<b>Expedited Order</b>
1.	When placing an order for which standard intervals exist, a CLEC may request a service date that is prior to the standard interval service date. A CLEC may also request an earlier service date on a pending standard or negotiated interval order. If the Telephone Company agrees to provide service on an expedited basis, expedited service order charges, expedited service connection-central office wiring, expedited service connection-other, and expedited manual intervention surcharges as set forth in Part A, Section 3.2 apply as appropriate. No more than 5% of a CLEC's orders per month will be expedited.
a.	A CLEC may request a waiver of the 5% threshold in case of emergency circumstances or unusual occurrences not reasonably foreseen or controlled by the CLEC. The Telephone Company shall have discretion to apply the waiver provision. A CLEC may appeal to the DTE if it believes that the Telephone Company has unreasonably denied its waiver request.

<b>3.1.3 Cancellation</b>	
A.	A CLEC may cancel an order for the installation of service at any time prior to notification by the Telephone Company that service is available for the CLEC's use or prior to the service date, whichever is later. The cancellation date is the date the Telephone Company receives written or verbal notice from the CLEC that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.
B.	Regulations, rates and charges as set forth in Section 3.2 apply as appropriate.

## New England Telephone and Telegraph Company

3. Ordering of Service  
3.2 Nonrecurring Charges (NRCs)

3.2.1 General	
A.	NRCs are designed to recover the one-time expense incurred by the Telephone Company in provisioning its services. The application of NRCs are contained in each tariff section wherein the specific services are identified.
B.	Service orders must comply with the service order provisions contained in Part A, Section 3.1.1 of this tariff.

3.2.2 Description	
A.	Unless otherwise stated in the individual tariff section wherein the specific services are identified, the NRCs which commonly apply to services are as set forth herein. In addition to the following NRCs, other NRCs may apply.
1.	<b>Service Order Charge</b> —Applies for each order for service that is submitted to the Telephone Company. Expedited order charges apply in accordance with the provisions contained in Section 3.2.3.
2.	<b>Manual Intervention Surcharges</b> —Apply when the electronic ordering system is not used to place an order for services. Charges apply in addition to the service order and service connection-other charges. Expedited order charges apply in accordance with the provisions contained in Section 3.2.3.
3.	<b>Service Connection-Central Office Wiring</b> —This charge which recovers the cost of performing the central office wiring, applies for each service installed. Expedited charges apply in accordance with the provisions contained in Section 3.2.3.
4.	<b>Service Connection-Other</b> —This charge, which recovers the cost of provisioning the service order (other than the central office wiring costs), applies for each service installed. Expedited charges apply in accordance with the provisions contained in Section 3.2.3.
5.	<b>Dispatch Out of Hours</b> —An out of hours dispatch charge will apply per hour when a technician is dispatched during hours not sequential to that technician's normal scheduled tour of duty. This charge has a four hour minimum and any charges thereafter are based on thirty minute increments.
6.	<b>Installation Dispatch Out</b> —Applies when a technician is dispatched to install a UNE. This charge applies per location dispatched per occasion.
7.	<b>Customer Not Ready-In Charge</b> —Applies when Telephone Company personnel are deployed to work with a customer on a service request at a Telephone Company location according to a pre-negotiated schedule and the customer is not available or ready for the scheduled appointment.
8.	<b>Customer Not Ready-Out Charge</b> —Applies when a Telephone Company technician is deployed to a non-Telephone Company premises and either the technician cannot gain access to the premises, the CLEC is not ready, or a reported trouble is not with the Telephone Company's service.

New England Telephone and Telegraph Company

3. Ordering of Service  
 3.2 Nonrecurring Charges (NRCs)

3.2.2	Description
A. (Continued)	
9.	<b>Customer Misdirect-In Charge</b> —Applies when Telephone Company technician is physically dispatched and the trouble is not as specified by the CLEC. This charge will apply when the technician is dispatched to the central office. This charge provides for costs associated with the coordination bureau and work performed on the central office frame. Expedited order charges apply in accordance with the provisions contained in Section 3.2.3.
10.	<b>Customer Misdirect-Out Charge</b> —Applies when Telephone Company technician is physically dispatched and the trouble is not as specified by the CLEC. This charge will apply when the technician is dispatched to the customer's premises. This charge provides for costs associated with the coordination bureau and the costs associated with field repair, including technician travel and work time. Expedited order charges apply in accordance with the provisions contained in Section 3.2.3.
11.	<b>Pair Swap</b> —Applies whenever the Telephone Company performs a pair swap or otherwise moves a customer's service from one existing loop facility onto another existing loop facility serving the same location.
12.	<b>Joint Meet Testing Charge</b> —When the parties perform a joint meet test as referred to in Part B, Section 12.1.5E, the Telephone Company may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that the TC should reasonably have been able to isolate and diagnose through other means.

3.2.3	Modification of Service Intervals
A. Expedited Order	
1.	When placing an order for an unbundled network element for which standard intervals exist, a CLEC may request a service date that is prior to the standard interval service date. A CLEC may also request an earlier service date on a pending standard or negotiated interval service order. If the Telephone Company agrees to provide service on an expedited basis, expedited order charges will apply. If the CLEC requests an installation outside of normally scheduled work hours and the Telephone Company agrees to this request, expedite charges will apply.
a.	Where expedite charges exist, the expedite charges will apply in lieu of the normal service order, manual intervention surcharge, service connection-central office wiring and service connection-other charges which would otherwise apply. Where expedite charges do not exist, standard charges apply.
2.	If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, then the standard charges will apply unless the missed service date was caused by the CLEC, the CLEC's customer, his agent or patron in which case the expedited charges would still apply.

New England Telephone and Telegraph Company

**3. Ordering of Service**  
**3.2 Nonrecurring Charges (NRCs)**

<b>3.2.3 Modification of Service Intervals</b>	
<b>A. (Continued)</b>	
3.	If additional costs other than any applicable additional labor are to be incurred when a service date on an unbundled network element order is expedited, the Telephone Company will develop and quote such costs to the CLEC, obtain CLEC authorization and bill the CLEC.
4.	The request for an earlier service date may be received from the CLEC prior to the issuance of an UNE order, or after the UNE order has been issued but prior to the service date.
5.	In the event that the Telephone Company provides service on an expedited basis by CLEC request and the CLEC delays service, an additional service date change charge will be applied.
6.	In the event that the CLEC cancels an expedite request, the expedited order charges will form the basis of determining cancellation charges.
7.	Expedited order charges will not be applied to orders expedited for Telephone Company reasons.
8.	The Telephone Company maintains the exclusive right to accept or deny the request to expedite. If upon reviewing availability of equipment and scheduled work load, the Telephone Company agrees to provide service on an expedited basis and the CLEC accepts this proposal, expedite charges will apply. No more than 5% of a CLEC's orders per month will be expedited.

<b>3.2.4 Cancellation</b>	
A.	The full NRCs for the service apply in connection with all cancelled CLEC orders.
B.	If the Telephone Company misses a service date for a standard or negotiated interval order by more than thirty days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the CLEC may cancel the service order without incurring cancellation charges.
C.	The cancel date is the date the Telephone Company receives notice (either written, or verbal and written), from the TC that the order is to be cancelled. Verbal notice must be followed by written confirmation within ten days.

New England Telephone and Telegraph Company

**3. Ordering of Service**  
**3.2 Nonrecurring Charges (NRCs)**

3.2.5 Modification	
<b>A.</b>	An order may be modified by the CLEC at any time prior to notification by the Telephone Company that service is available for the CLEC's use or prior to the service date, whichever is later. When modifications are undertaken, the Telephone Company shall specify if, in order to complete the requested modifications with the normal work force assigned to complete such an order in normal work hours, the service date will be changed. Charges are applicable for order modifications and will apply on a per occurrence basis (unless otherwise stated herein).
<b>B.</b>	<p><b>Service Date Change</b></p> <ol style="list-style-type: none"> <li>1. Service dates for the installation of new service or rearrangements of existing service may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the CLEC indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a service date change charge will apply. If the CLEC is unwilling to accept completion of an order for network elements within 30 days of the original service date, the order will be cancelled as of day 31 and cancellation charges will apply.</li> <li>2. A new service date may be established that is prior to the original standard or negotiated interval service date if the Telephone Company determines it can accommodate the CLEC's request without delaying service dates for orders of other CLECs. If the service date is changed to an earlier date, the CLEC will be notified by the Telephone Company that expedited order charges will apply in addition to the service date change charge.</li> </ol>
<b>C.</b>	<p><b>Design Change</b></p> <ol style="list-style-type: none"> <li>1. The CLEC may request a design change to the service ordered. A design change is any change to an order which requires engineering review. Design changes do not include a change of customer premises, end user premises, or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.</li> <li>2. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the CLEC.</li> <li>3. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of transport termination.</li> <li>4. The Telephone Company will review the requested change and notify the CLEC whether the change is a design change, whether it can be accommodated and whether a new service date is required. If the CLEC authorizes the Telephone Company to proceed with the design change, a design change charge will apply. If a change of service date is required, the service date change charge will also apply. The design change charge will apply on a per order per occurrence basis, for each order requiring a design change.</li> </ol>

New England Telephone and Telegraph Company

**3. Ordering of Service**  
**3.2 Nonrecurring Charges (NRCs)**

3.2.5 Modification	
D.	<b>Moves</b> —A move involves a change in the physical location of the point of interface at the CLEC’s premises where the CLEC purchases direct trunked transport from the Telephone Company (under PUC RI. No. 20), or a change in the CLEC’s point of termination. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
E.	<p><b>Record Changes</b>—The Record Change Charge, Loop Information Request Charge, Design Change Charge, and Data Entry Search Charge apply to certain transactions which could be conducted through the automated interfaces described in this section, but which the TC chooses to conduct in some other way. The Record Change Charge applies to TC requests for changes in their own customer records, such as the following changes.</p> <ol style="list-style-type: none"> <li>1. Change of agency authorization</li> <li>2. Change of carrier name</li> <li>3. Change of carrier location address when the change of address is not a result of a physical relocation of equipment</li> <li>4. Change in billing data (name, address, contact name or telephone number)</li> <li>5. Change of carrier circuit identification</li> <li>6. Change of billing account number</li> <li>7. Similar changes to the carrier’s billing and service records.                             <ol style="list-style-type: none"> <li>a. One Record Change Charge is applied for each request for such a change. Only one such charge will be imposed if multiple record changes (e.g., a TC name change and an address change) are requested at one time.</li> </ol> </li> <li>8. Change of CLEC test line number</li> </ol>
F.	<b>Data Entry Search</b> —A charge applies where a TC requests the Telephone Company to enter certain data that could have been entered by the TC through the interfaces described in this section. The charge is computed per fifteen minute interval of time required for implementation of the request.

Verizon New England Inc.

**4. Issuance, Payment and Crediting of Customer Bills**  
**4.1 Responsibility of the Telephone Company**

Rates and charges for services explained herein are contained in Part M, Section 1.4.

4.1.1 Billing Convention Methods	
A.	The Telephone Company shall bill on a current basis all charges incurred by and credits due to the CLEC under this tariff attributable to services established or discontinued or provided during the preceding billing period.

4.1.2 Billing Periods	
A.	The billing date of a bill for a customer for service provided under this tariff is referred to as the bill day. <ol style="list-style-type: none"> <li>1. The Telephone Company will establish a bill day each month for each CLEC account.</li> </ol>
B.	The monthly bill rendered for accumulated usage and non-usage services includes all charges incurred during a billing period which begins as follows. <ol style="list-style-type: none"> <li>1. From the date service was established up to and including the bill date, and</li> <li>2. From each billing period from the day after the bill date to the next successive bill date, or to the date of the termination of the service, whichever comes first.</li> </ol>
C.	In addition to the current month's charges, the monthly bill may also include previously unbilled charges or other billing adjustments.

4.1.3 Late Payment Penalty	
A.	If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.
B.	The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following. <ol style="list-style-type: none"> <li>1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or</li> <li>2. 0.0005 per day for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.</li> </ol>

Verizon New England Inc.

**4. Issuance, Payment and Crediting of Customer Bills**  
**4.1 Responsibility of the Telephone Company**

<b>4.1.4 Payment Date</b>	
<b>A.</b>	The payment date of bills rendered to customers for service provided under this tariff is as follows.
1.	All bills rendered as set forth in Section 4.1.2 are due 31 days after the bill day or by the next bill date, whichever is the shortest interval.
2.	If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or legal holiday.
3.	If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.
<b>B.</b>	If payment is not received by the payment date and in immediately available funds, a late payment penalty will apply.

<b>4.1.5 Medium of Payment</b>	
<b>A.</b>	Bills are payable in immediately available funds.
1.	<b>Immediately Available Funds</b> denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include US Federal Reserve bank wire transfers, US Federal Reserve notes (paper cash), US coins, or US Postal Money Orders.

<b>4.1.6 Customer Deposits</b>	
<b>A.</b>	The Telephone Company will, in order to safeguard its interests, require a CLEC, which has a proven history of late payments to the Telephone Company or does not have established credit (except for a CLEC which is a successor of a company which has established credit and has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the CLEC to be held by the Telephone Company as a guarantee of the payment of rates and charges.
<b>B.</b>	Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.
<b>C.</b>	The fact that a deposit has been made in no way relieves the CLEC from complying with the Telephone Company's regulations as to the prompt payment of bills.
<b>D.</b>	At such time as the provision of the service to the CLEC is terminated, the amount of the deposit will be credited to the CLEC's account and any credit balance which may remain will be refunded.

Verizon New England Inc.

#### 4. Issuance, Payment and Crediting of Customer Bills

##### 4.1 Responsibility of the Telephone Company

4.1.6 Customer Deposits	
E.	At the option of the Telephone Company, such a deposit will be refunded or credited to the CLECs' account when the CLEC has established credit or after the CLEC has established a one year prompt payment record at any time prior to the termination of the provision of the service to the CLEC.
F.	In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC will receive interest at the same percentage rate as that set forth in Section 4.1.3B (whichever is lower). Interest will accrue for the number of days from the date the CLEC deposit is received by the Telephone Company to and including the date such deposit is credited to the CLEC's account or the date the deposit is refunded by the Telephone Company.
G.	Should a deposit be credited to the CLEC account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account.

4.1.7 Billing Dispute	
In the event that a billing dispute occurs concerning any charges billed to the CLEC by the Telephone Company the following regulations will apply.	
A.	The first day of the dispute shall be the date on which the CLEC furnishes the Telephone Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
B.	The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the CLEC of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.
C.	If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3). Further, the CLEC will not receive credit for the disputed amount of the disputed amount penalty.
D.	If a CLEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth in Section 4.1.3.
E.	If a CLEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.

Verizon New England Inc.

**4. Issuance, Payment and Crediting of Customer Bills**  
**4.1 Responsibility of the Telephone Company**

4.1.7 Billing Dispute	
F.	If a CLEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.
G.	If a CLEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC shall not receive a credit for the late payment penalty.
H.	If a CLEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the CLEC pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC will receive a credit for the late payment penalty, if applicable, from the Telephone Company.
1.	The late payment penalty credit shall be the disputed amount resolved in the CLEC's favor times a late payment penalty factor (refer to Section 4.1.3), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution, whichever occurs first.
2.	The disputed amount penalty shall be the disputed amount resolved in the CLEC's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.
a.	The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.
b.	0.0005 per day for the number of days from the first date to and including the last date of the period involved.

4.1.8 Billing Adjustments and Verification	
A.	Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month.

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**4. Issuance, Payment and Crediting of Customer Bills**  
**4.1 Responsibility of the Telephone Company**

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**4.1.8 Billing Adjustments and Verification**

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| <b>B.</b> | The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill. |
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**4.1.9 Computation of Billed Charges**

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| <b>A.</b> | When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places). |
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**4.1.10 Additional Copies of Bills and Reports**

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| <b>A.</b> | When more than one copy of a bill or a design layout for services provided under the provisions of this tariff is furnished to the CLEC, an additional charge applies for each additional copy. |
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Verizon New England Inc.

- 4. Issuance, Payment and Crediting of Customer Bills
  - 4.2 Reserved for Future Use
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Verizon New England Inc.

#### 4. Issuance, Payment and Crediting of Customer Bills

##### 4.3 Credit Allowance Conditions

4.3.1 Service Interruptions	
A.	A service is interrupted when it becomes unusable to the CLEC because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the CLEC as described in Part C, Section 1.3.2. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.
B.	No credit allowance will be made for the following interruptions or periods. <ol style="list-style-type: none"> <li>1. Interruptions caused by the negligence of the CLEC.</li> <li>2. Interruptions of a service due to the failure of equipment or systems provided by the CLEC or others.</li> <li>3. Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated or where the CLEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service.</li> <li>4. Interruptions of a service when the CLEC has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the CLEC prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this section), will apply.</li> <li>5. Interruptions of a service which continue because of the failure of the CLEC to authorize replacement of any element of special construction, as set forth in PUC RI No. 15. The period for which no credit allowance is made begins on the seventh day after the CLEC receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the CLEC's written authorization for such replacement.</li> <li>6. Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on a impaired basis.</li> <li>7. Periods of temporary discontinuance as set forth in Section 1, under the provisions of 1.7.4B.</li> <li>8. An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.</li> </ol>
C.	In case of an interruption for which a credit allowance is due, for switched interconnection service no credit shall be allowed for an interruption of less than 24 hours. <ol style="list-style-type: none"> <li>1. The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of either any applicable monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for the service interrupted in any one monthly billing period.</li> </ol>

Verizon New England Inc.

**4. Issuance, Payment and Crediting of Customer Bills**  
**4.3 Credit Allowance Conditions**

4.3.1 Service Interruptions	
D.	The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of any applicable flat rated charges for the service interrupted in any one monthly billing period.
E.	Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer will be subject to the appropriate tariffed rates and charges for the alternative service used.
F.	In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted.
1.	The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

Verizon New England Inc.

**4. Issuance, Payment and Crediting of Customer Bills**  
**4.4 Responsibility of the Customer**

<b>4.4.1 Revenue Accounting Office (RAO)</b>	
<b>A.</b>	The CLEC is responsible to obtain a valid RAO number with a centralized message data system host for that RAO for each of its NXXs in order to permit the exchange of usage data associated with alternate billing services (e.g., 3rd party billed) or carrier access billing under tandem switching arrangements.
<b>1.</b>	The RAO and data transfers must comply with industry standard exchange message format.

<b>4.4.2 Establishing Service at Different Locations or Different Premises</b>	
<b>A.</b>	NRCs apply for establishing service following a fire, flood or other occurrence, at a different location on the same premises or at a different premises pending re-establishment of service at the original location. NRCs do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God under the following conditions.
<b>1.</b>	The service is of the same type as was provided prior to the fire, flood and other occurrence.
<b>2.</b>	The service is for the same customer and the service is at the same location on the same premises.
<b>3.</b>	The re-establishment of service begins within 60 days after Telephone Company service is available. The 60 day period may be extended for a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.

New England Telephone and Telegraph Company

**5. Wire Centers by Density Zone**  
**5.1 Loop Application**

Rates and charges for services explained herein are contained in Part M, Section 1.5.

5.1.1 Urban	
A.	Broad Street
B.	Cranston
C.	Pawtucket
D.	Warwick
E.	Washington Street

5.1.2 Suburban	
A.	Ashton
B.	East Greenwich
C.	East Providence
D.	Jamestown
E.	Narragansett
F.	Newport
G.	North Providence
H.	Portsmouth
I.	Riverside
J.	Warren
K.	West Warwick
L.	Westerly
M.	Woonsocket

5.1.3 Rural	
A.	Ashaway
B.	Block Island
C.	Carolina
D.	Coventry
E.	Gloucester

New England Telephone and Telegraph Company

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5. Wire Centers by Density Zone  
5.1 Loop Application

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5.1.3 Rural	
F.	Hope Valley
G.	Little Compton
H.	North Kingstown
I.	Pascoag
J.	Scituate
K.	Tiverton
L.	Weekapaug

New England Telephone and Telegraph Company

**1. Unbundled Network Elements (UNEs)**  
**1.1 Description**

1.1.1 General	
A.	Network Elements are a facility or equipment used in the provision of a telecommunications service.
B.	The Telephone Company provides non-discriminatory access to UNEs to the extent technically feasible such that a requesting TC will be able to lease and interconnect to whichever of the network elements to provide telecommunications services. This enables the TC to provide local exchange and local exchange access to the public. The following Telephone Company provided UNEs are described in Part B following. <ol style="list-style-type: none"> <li>1. Interoffice Facilities</li> <li>2. Unbundled Multiplexers</li> <li>3. Tandem Switching</li> <li>4. Links (Local Loops)</li> <li>5. Local Switching</li> <li>6. Expanded Extended Loop (EEL)</li> <li>7. Unbundled Network Element-Platform (UNE-P) Combinations</li> <li>8. Unbundled Network Element Combinations-Other</li> <li>9. Dark Fiber</li> <li>10. Sub-Loop Arrangements</li> <li>11. Line Sharing.</li> </ol>

1.1.2 Regulations	
A.	Requests for network elements not listed herein can be made via a Bona Fide Request (BFR).
B.	All preordering, ordering, provisioning, maintenance and billing requests will be handled through the Telephone Company's electronic interfaces.
C.	The Telephone Company may upon notification to the TC, at a reasonable time, make necessary tests and inspections in order to determine TC compliance with tariff requirements pertaining to equipment and interconnections.

New England Telephone and Telegraph Company

**2. Unbundled IOF Transport**  
**2.1 Description**

2.1.1 General	
A.	<p>Unbundled dedicated IOF transport, which is offered subject to availability, provides a two point transmission path on a directly connected basis. Unbundled dedicated IOF transport is offered as an individual network element separate from bridging, multiplexing, testing or customer reconfiguration capabilities and functions.</p> <ol style="list-style-type: none"> <li>1. The Telephone Company does not offer unbundled SONET rings.</li> <li>2. Unbundled dedicated IOF transport is not provided with mid span meets.</li> <li>3. Unbundled common (shared) IOF transport is provided in conjunction with unbundled switching identified in this tariff under Part B, Section 6.</li> <li>4. A CLEC's collocation arrangement must be equipped to handle the level of dedicated IOF transport being requested. If the collocation site is not so equipped, the CLEC must augment such arrangement with the proper cross connects before the CLEC submits its request for unbundled dedicated IOF transport.</li> <li>5. The Telephone Company is not required to construct new IOF transport facilities to meet specific CLEC point-to-point demand for facilities that the Telephone Company has not deployed for its own use.</li> </ol>
B.	<p>Unbundled dedicated IOF transport provides a transmission path within a LATA between the following locations. In addition, Intrastate-InterLATA unbundled dedicated IOF transport will be provided when all circuit end points are within the same local exchange calling area as defined in PUC RI No. 15.</p> <ol style="list-style-type: none"> <li>1. CLEC designated TC central office premises</li> <li>2. CLEC designated collocation arrangements established within Telephone Company central offices</li> <li>3. A CLEC designated TC central office premises and a collocation arrangement established within a Telephone Company central office.</li> </ol>
C.	<p>The following digital connections which are provided through unbundled dedicated IOF transport are differentiated by bit rate and are offered with an electrical interface.</p> <ol style="list-style-type: none"> <li>1. Unbundled Dedicated DS1 IOF Transport—A high capacity channel for the transmission of digital data at the rate of 1.544 Mbps.</li> <li>2. Unbundled Dedicated DS3 IOF Transport—A high capacity channel for the transmission of digital data at the rate of 44.736 Mbps.</li> </ol>
D.	<p>The following optical connections which are provided through unbundled dedicated IOF transport are differentiated by bit rate and are offered with an optical interface.</p> <ol style="list-style-type: none"> <li>1. Unbundled Dedicated OC-3 IOF Transport—Provides for the simultaneous two-way transmission of digital signals using STS format at a rate of 155.52 Mbps.</li> <li>2. Unbundled Dedicated OC-12 IOF Transport—Provides for the simultaneous two-way transmission of digital signals using STS format at a rate of 622.08 Mbps.</li> </ol>

New England Telephone and Telegraph Company

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**2. Unbundled IOF Transport**  
**2.1 Description**

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2.1.1 General	
E.	The following connection is provided through unbundled dedicated IOF transport and is offered with a metallic-based electrical interface.
1.	<b>Synchronous Transport Signal - Level 1 (STS-1)</b> —Provides a total bandwidth of 51.84 Mbps, including both overhead and payload. The interface must conform with GR-253-CORE which defines SONET requirements.

## New England Telephone and Telegraph Company

## 2. Unbundled IOF Transport

### 2.2 Application of Rates and Charges

<b>2.2.1 Channel Mileage</b>	
<b>A.</b>	Channel mileage provides for the transmission facility between the two termination points, (either the TC central office designated by the CLEC or the collocation node established within a Telephone Company central office).
<b>1.</b>	Rates associated with channel mileage apply monthly on a fixed and per mile basis.
<b>2.2.2 NRCs</b>	
<b>A.</b>	The following NRCs apply (refer to Part A, Section 3).
<b>1.</b>	Service Order (on a standard basis or an expedited basis, as appropriate).
<b>2.</b>	Service Connection-Central Office Wiring (on a standard basis or an expedited basis, as appropriate).
<b>3.</b>	Service Connection-Other (on a standard basis or an expedited basis, as appropriate).
<b>4.</b>	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)
<b>5.</b>	Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate)
<b>2.2.3 Other Charges</b>	
<b>A.</b>	When accessing unbundled dedicated IOF transport from a collocation arrangement, appropriate collocation cross connect charges will apply.
<b>B.</b>	Service access charge and interconnection access charge elements described in Part E (collocation) also apply.

New England Telephone and Telegraph Company

**3. Unbundled Multiplexer**  
**3.1 Description**

3.1.1 General	
A.	<p>An unbundled multiplexer offers the functionality of combining multiple input signals of lower capacity or bandwidth into one facility for transmission over a single higher speed channel (or the reverse thereof). The unbundled multiplexer is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services.</p> <ol style="list-style-type: none"> <li>1. The unbundled multiplexer is offered as an individual network element separate from dedicated transport facilities and/or trunking.</li> <li>2. The unbundled multiplexer is accessed by the CLEC from its collocation arrangement that has been established in the same wire center as the multiplexing equipment.</li> </ol>
B.	<p>With an unbundled multiplexer, both the higher speed channel and the lower speed channels terminate via appropriate collocation cross connections, at the CLEC's collocation arrangement. The following unbundled multiplexer arrangements are offered, subject to availability.</p> <ol style="list-style-type: none"> <li>1. <b>DS3 to DS1 (3/1)</b>—A transmission interconnection device that interleaves 28 CLEC DS1 signals to form a single CLEC DS3 signal. The 3/1 multiplexer also performs the reverse function of dividing a CLEC DS3 signal into 28 CLEC DS1 signals. The DS3 channel associated with the 3/1 multiplexer interfaces the CLEC at a DSX-3 bay and the 28 DS1 channels interface the CLEC at a DSX-1 bay.</li> <li>2. <b>DS1 to DS0 (1/0)</b>—A transmission interconnection device that converts 24 CLEC voice grade analog signals into 24 DS0 signals and then combines these signals into a single CLEC DS1 signal. The 1/0 multiplexer also performs the reverse function of dividing a CLEC DS1 signal into 24 DS0 signals and then converting those DS0 signals into 24 CLEC voice grade analog signals. The interface for the DS1 channel associated with the 1/0 multiplexer is at a DSX-1 bay at the CLEC's collocation arrangement with the Telephone Company, and the voice grade channels interface is at a VF bay at the CLEC's collocation arrangement with the Telephone Company.</li> </ol>

New England Telephone and Telegraph Company

**3. Unbundled Multiplexer**  
**3.2 Application of Rates and Charges**

3.2.1 Monthly	
A.	A monthly charge applies for each multiplexer at each location where the multiplexing function is performed. This charge is in addition to the appropriate monthly collocation cross connect charges for individual channels activated.

New England Telephone and Telegraph Company

#### 4. Tandem Switching

##### 4.1 Description

##### 4.1.1 Components of Service

- A. The tandem switching network element consists of the following components.
1. **Dedicated Tandem Trunk Ports** have a DS1 bandwidth capable of supporting twenty-four 56 kbps or 64 kbps clear channel trunks and include associated signaling and transmission options. Dedicated trunk ports are rated using a flat monthly (recurring) rate as well as NRCs. A TC ordering dedicated trunk port(s) must also pay for usage of the tandem switch and tandem functionality.
    - a. The UNE dedicated tandem trunk port cannot be ordered as a separate element. This port is provided to a CLEC with its request for UNE message trunks at a Telephone Company tandem switch.
    - b. The UNE dedicated tandem trunk port is not offered for use with a CLEC's interconnection traffic.
  2. **Shared Tandem Trunk Ports** provide tandem connectivity by routing customer's traffic over the Telephone Company's unbundled common transport interoffice facility (IOF) infrastructure. Shared trunk ports cannot be separately ordered/provisioned and are rated on a minutes of use (MOU) basis.
  3. **Tandem Usage** is recorded for purposes of unbundled element billing for usage traversing a Telephone Company tandem.
    - a. Tandem transit is provided elsewhere in this tariff.

## New England Telephone and Telegraph Company

4. Tandem Switching  
4.2 Regulations

4.2.1	Description
A.	All preordering, ordering, provisioning, maintenance and billing requests will be handled through the use of the Telephone Company's electronic interfaces.
B.	Prior to the ordering of any unbundled trunk ports, the TC must initiate a Network Design Request (NDR). From the NDR and working with the TC, the Telephone company will identify the routings of the TC's traffic and the resulting necessary translations. The NDR process concludes when the TCs network is in place to enable the activation of unbundled end office switching.
C.	<p><b>Dedicated Tandem Trunk Ports</b></p> <p>1. When TCs purchase dedicated tandem trunk ports, they are expected to purchase sufficient tandem trunk ports to reach industry standard blocking levels. Dedicated trunk ports will only be established with alternate final trunks. Overflow to Telephone Company common/shared trunks is not allowed.</p>
D.	Features cannot be ordered on shared tandem trunk ports.

New England Telephone and Telegraph Company

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**4. Tandem Switching**  
**4.3 Application of Rates and Charges**

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4.3.1	Description
A.	Monthly rates apply.
B.	Usage charges apply.
C.	The following NRCs apply (refer to Part A, Section 3).
1.	Manual Intervention Surcharge (on a standard basis or an expedited basis, as appropriate).
2.	Service Connection-Central Office Wiring (on a standard basis or an expedited basis, as appropriate).
3.	Service Connection-Other (on a standard basis or an expedited basis, as appropriate).
4.	Customer Not Ready-In
5.	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate).

New England Telephone and Telegraph Company

**5. Local Loops**  
**5.1 Two Wire Links**

5.1.1 Description	
A.	Links provide a transmission facility between a distribution frame, or its equivalent, in the Telephone Company's central office, and the network interface device at the end user's premises. Links are always provisioned with a Telephone Company provided NID.
B.	<p><b>Two Wire Links</b>—Available for the transmission of analog or digital signals between the Telephone Company's central office and the network interface device at the end user's premises.</p> <p>1. <b>Analog (Basic Link)</b>—Provides a channel for the transmission of analog signals with an approximate bandwidth of 300-3000 Hz from an end user's premises to a point of interconnection at a collocation arrangement in the Telephone Company's central office.</p> <p>2. <b>Digital (ISDN Capable Link)</b>—Provides an enhanced channel, equivalent to a two-wire loop less than 18,000 feet with total bridge tap less than 6,000 feet, from an end user's premises to a point of interconnection at a collocation arrangement in the Telephone Company's central office. The Telephone Company maintains the option to choose to provision these loops using either copper or fiber facilities. Digital two wire link facilities are equivalent to those used by the Telephone Company to support the Telephone Company's ISDN Basic Service which operates digital signals at 160 kbps.</p>

5.1.2 Responsibility of the Telephone Company	
A.	The Telephone Company will make trouble report status available to the TC.
B.	The suspension/termination of a TC's link for non-payment or for a cause other than non-payment will result in the suspension/termination of the link. The Telephone Company will notify the TC prior to the termination date.

5.1.3 Responsibility of the TC	
A.	The TC is responsible for coordinating with the Telephone Company to ensure that the unbundled element is installed in accordance with the TC's request.
B.	The TC is responsible for initiating, testing and sectionalizing (isolating) all end user trouble reports. The Telephone Company is responsible for testing, if necessary, with the TC to clear a trouble when the trouble has been previously sectionalized to the link.
C.	The TC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.

New England Telephone and Telegraph Company

**5. Local Loops**  
**5.1 Two Wire Links**

5.1.4 Regulations	
A.	All preordering, ordering, provisioning, maintenance and billing requests will be handled through the use of the Telephone Company's electronic interfaces.
B.	A change from one TC to another is considered a disconnect of the two-wire link from the original TC and a connect of a two-wire link with the new TC.
C.	A conversion from a two-wire link to full service will be considered a disconnect from a TC and a connect to a Telephone Company end user.

5.1.5 Application of Rates and Charges	
A.	The following NRCs apply (refer to Part A, Section 3). 1. Service Order (on a standard basis or an expedited basis, as appropriate). 2. Service Connection-Central Office Wiring 3. Service Connection-Other 4. Manual Intervention Surcharges (on a standard basis or an expedited basis, as appropriate). 5. Installation Dispatch Out 6. Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate) 7. Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate) 8. Customer Not Ready-Out 9. Dispatch Out of Hours
B.	If a TC requests information pertaining to the technical parameters of the loop facility (i.e., copper or pair gain, or copper loop resistance expressed in ranges), a nonrecurring loop information request charge will apply.
C.	Geographically deaveraged monthly rates apply per link.
D.	Service access charge and interconnection access charge elements contained in Part E (collocation) also apply.

New England Telephone and Telegraph Company

**5. Local Loops**  
**5.2 Four Wire Links**

5.2.1 Description	
A.	Four-wire links provide a transmission facility between a distribution frame, or its equivalent, in the Telephone Company's central office and the end user's premises. Following are the types of four-wire links provided by the Telephone Company.
1.	<b>Basic Four-Wire Link</b> —An analog four-wire link provides for the transmission of analog signals with an approximate bandwidth of 300–3000 Hz from the end user's premises to a POI in the Telephone Company's central office using separate transmit and receive paths. It is terminated on the POT bay at the TC's collocation presence in the Telephone Company central office where the end user is served
2.	<b>DDS or 56 kbps Digital (56 KD) Link</b> —A digital four-wire link provides for the simultaneous two-way transmission of digital data at a synchronous rate of 56 kbps. The Telephone Company may provision these loops using either copper or fiber facilities. These links are equivalent to those facilities used by the Telephone Company to provide DDS 56 kbps services. Technical specifications are described in TR-72575.

5.2.2 Responsibility of the Telephone Company	
A.	The Telephone Company is responsible for making trouble report status available when requested by the TC.
B.	When the Telephone Company suspends or terminates a TC's link for reasons of non-payment or for other just cause, the Telephone Company will notify the TC prior to the termination/suspension date.

5.2.3 Responsibility of the TC	
A.	The TC is responsible for providing a contact number that is readily accessible twenty-four hours per day, seven days a week (24x7). The Telephone Company's report time starts when the Telephone Company receives the trouble report from the TC.
B.	The TC is responsible for coordinating with the Telephone Company to ensure that four-wire links are installed in accordance with the TC's request.
C.	The TC is responsible for initiating, testing and sectionalizing (isolating) all end user trouble reports. The Telephone Company is responsible for testing, if necessary, with the TC to clear a trouble when the trouble has been sectionalized to the link.

5.2.4 Regulations	
A.	A change from one TC to another is considered a disconnect of the four-wire link from the original TC and a connect of a four-wire link with the new TC.

New England Telephone and Telegraph Company**5. Local Loops**  
**5.2 Four Wire Links**

<b>5.2.4 Regulations</b>	
<b>B.</b>	A conversion from a four-wire link to full service will be considered a disconnect from a TC and a connect to a Telephone Company end user.

<b>5.2.5 Application of Rates and Charges</b>	
<b>A.</b>	The following NRCs apply (refer to Part A, Section 3).
1.	Service Order (on a standard basis or an expedited basis, as appropriate).
2.	Service Connection-Central Office Wiring
3.	Service Connection-Other
4.	Manual Intervention Surcharges (on a standard basis or an expedited basis, as appropriate).
5.	Installation Dispatch Out
6.	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)
7.	Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate)
8.	Customer Not Ready-Out
9.	Dispatch Out of Hours
<b>B.</b>	If a TC requests information pertaining to the technical parameters of the loop facility (i.e., copper or pair gain, or copper loop resistance expressed in ranges), a nonrecurring loop information request charge will apply.
<b>C.</b>	Geographically deaveraged monthly rates apply per link.
<b>D.</b>	Service access charge and interconnection access charge elements contained in Part E (collocation) also apply.

Verizon New England Inc.

**5. Local Loops**  
**5.3 High Capacity Links**

5.3.1 Description	
A.	A digital high capacity link provides a two-point digital channel which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero, isochronous digital signals at a transmission speed of 1.544 Mbps; or for simultaneous two-way transmission of serial, bipolar, return-to-zero, isochronous digital electrical signals at a transmission rate of 44.736 Mbps +/- 20 ppm.
B.	Digital high capacity links conditioned for 1.544 Mbps are called 1.5 Mbps links when they are terminated at the TC's collocation presence in the Telephone Company central office where the end user is served. <ol style="list-style-type: none"> <li>1. 1.544 Mbps links are designed to provide an average performance of at least 98.75% error-free transmission, measured over a continuous 24 hour period, between the Telephone Company's interfaces using industry standard DS1 test sets.</li> <li>2. The installation interval for one to nine 1.544 Mbps links is 9 business days where facilities exist. Quantities of 10 or greater will be provided on a negotiated interval subject to facilities availability. If facilities are not available but the Telephone Company has construction underway to meet forecasted demand, the interval quoted is the estimated construction completion date plus 6 business days.</li> </ol>
C.	Digital high capacity links conditioned for 44.736 Mbps are called DS3 or 45 Mbps links when they are terminated at the TC's collocation presence in the Telephone Company central office where the end user is served. <ol style="list-style-type: none"> <li>1. 44.736 Mbps links are designed to provide an average performance of at least 98% error-free transmission, measured over a continuous 24 hour period, between the Telephone Company's interfaces using industry standard DS1 test sets.</li> <li>2. The installation interval for one to nine 44.736 Mbps links is 18 business days where facilities exist. Quantities of 10 or greater will be provided on a negotiated interval subject to facilities availability. If facilities are not available but the Telephone Company has construction underway to meet forecasted demand, the interval quoted is the estimated construction completion date plus 15 business days.</li> </ol>

5.3.2 Regulations	
A.	It is the responsibility of the TC (or any other party of interest, such as the applicant for service, the owner or operator of the premises or the builder) to provide in a manner satisfactory to the Telephone Company, and without cost to the Telephone Company, a means of entrance for the fiber optic cable into the building; space for mounting the necessary terminals and equipment; power necessary for the terminals and equipment; and where required, a means to reach each floor and each suite or office on each floor where telephone service is required.
B.	High capacity links which are furnished on a full time basis are available on a two-point basis.

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## 5. Local Loops

### 5.3 High Capacity Links

5.3.2 Regulations	
C.	For 45 Mbps links, the TC's end user's equipment must comply with the jitter mask for a DS3 signal in both transmit and receive directions as specified in ANSI T1.102-1996 or subsequent pronouncements.
D.	The Telephone Company undertakes to maintain and repair only the facilities which it furnishes hereunder. The TC or TC's end user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

5.3.3 1.544 Clear Channel Capability Option	
A.	This option is available only between locations which are equipped for sending and receiving signals with bipolar coding/decoding capabilities.
1.	TC-provided equipment must be capable of transmitting and decoding bipolar signals as described in TR-72575.
B.	TCs must agree to reasonable out-of-service periods required to add this feature to an existing circuit. No credit allowance will be made for such reasonable periods of interruption.
C.	Regulations for 1.5 Mbps links continue to apply except for the TC signal constraints of no more than 15 consecutive zeros and at least three pulses in any 24 bit interval.

5.3.4 Application of Rates and Charges	
A.	The following NRCs apply (refer to Part A, Section 3).
1.	Service Order (on a standard basis or an expedited basis, as appropriate).
2.	Service Connection-Central Office Wiring (on a standard basis or an expedited basis, as appropriate)
3.	Service Connection-Other (on a standard basis or an expedited basis, as appropriate)
4.	Manual Intervention Surcharges (on a standard basis or an expedited basis, as appropriate).
5.	Installation Dispatch Out
6.	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)

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**5. Local Loops**  
**5.3 High Capacity Links**

<b>5.3.4 Application of Rates and Charges</b>	
<b>A. (Continued)</b>	
7.	Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate)
8.	Customer Not Ready-Out
9.	Dispatch Out of Hours
<b>B.</b>	For 1.544 Mbps links, geographically deaveraged monthly rates apply per link. For 44.736 Mbps links, monthly rates apply on a fixed and per 1/4 mile basis per link.
<b>C.</b>	Service access charge and interconnection access charge elements contained in Part E (collocation) also apply.

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**5. Local Loops**  
**5.4 xDSL Qualified and Digital Designed Links**

5.4.1	Description
A.	<p>xDSL links provide transmission technologies capable of supporting the following DSL technologies.</p> <ol style="list-style-type: none"> <li>1. Asymmetrical Digital Subscriber Line (ADSL)</li> <li>2. High-Bit Rate Digital Subscriber Line (HDSL)</li> <li>3. Symmetrical Digital Subscriber Line (SDSL)</li> <li>4. Integrated Digital Subscriber Line (IDSL)</li> <li>5. Other DSL technologies to the extent that standards are identified and approved by ANSI (T1E1). These xDSL technologies are provisioned on qualified facilities and use line codes as specified in ANSI standards.</li> </ol>
B.	<p>Digital Two-Wire Link (including ADSL, HDSL, SDSL and IDSL)—Provides a channel equivalent to a two-wire, non-loaded, twisted copper pair loop from an end user's premises to a POI at a collocation arrangement in the Telephone Company's central office. These links are provisioned in accordance with the technical specifications approved and adopted by ANSI.</p> <ol style="list-style-type: none"> <li>1. The digital two-wire link is available where qualified facilities exist. The Telephone Company will not construct new copper facilities to provide these links.</li> <li>2. Only non-loaded and non-repeated twisted cable pairs that do not exceed a technical length limitation as specified in ANSI documentation can support xDSL capabilities.</li> </ol>
C.	<p>Digital Four-Wire Link (including HDSL)—Provides a channel equivalent to two two-wire, non-loaded, twisted pair copper from an end user's premises to a POI at a collocation arrangement in the Telephone Company's central office. These links are provisioned in accordance with the technical specifications approved and adopted by ANSI.</p> <ol style="list-style-type: none"> <li>1. The digital four-wire link is available where qualified copper facilities exist. The Telephone Company will not construct new copper facilities to provide these links.</li> <li>2. Only non-loaded and non-repeated twisted cable pairs that do not exceed a technical length limitation as specified in ANSI documentation can support xDSL capabilities.</li> </ol>
D.	<p>Digital Designed Links—At the option of the TC, the Telephone Company will condition links. The Telephone Company will also add ISDN range extensions to the copper portion of a two-wire digital ISDN capable link, if requested. Requests for link designs other than the standard options listed below, will be handled on a Bona Fide Request basis as specified in Part A, Section 2.</p> <ol style="list-style-type: none"> <li>1. Two-wire digital ADSL conditioned designed metallic link with total loop lengths of 18,000 to 30,000 feet, no load coils, with standard bridged tap of less than 6,000 feet.</li> <li>2. Two-wire ADSL qualified link of less than 18,000 feet with bridged tap removed.</li> <li>3. Two-wire ADSL qualified link of less than 12,000 feet with bridged tap removed.</li> <li>4. Two-wire HDSL qualified link of less than 12,000 feet with bridged tap removed.</li> </ol>

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**5. Local Loops**  
**5.4 xDSL Qualified and Digital Designed Links**

5.4.1 Description	
D. (Continued)	
5.	Four-wire HDSL qualified link of less than 12,000 feet with bridged tap removed.
6.	Two-wire digital designed metallic ISDN-capable link with Telephone Company placed ISDN loop extension electronics.
7.	Two-wire SDSL qualified link with bridged tap removed.
8.	Two-wire IDSL qualified link of less than 18,000 feet with bridged tap removed.

5.4.2 Ordering Service	
A.	The TC must specify the xDSL technology to be provided over the DSL loop to allow the Telephone Company to identify and manage various advanced services technologies within binder groups.
B.	xDSL links must be pre-qualified to ensure that the loop being provisioned meets the technical characteristics of a link able to support compatible DSL technologies that meet applicable ANSI standards. <ol style="list-style-type: none"> <li>1. <b>Mechanized Pre-Qualification Database</b>—The TC must utilize this database in advance of submitting an order to determine whether a given loop is qualified for xDSL per Telephone Company standards. The information provided includes total metallic loop length (including bridged taps), presence of load coils (yes or no), presence of digital loop carrier (yes or no), presence of interferors (yes or no), presence of digital single subscriber carrier (DSSC), and qualification for xDSL per Telephone Company standards (yes or no). This additional information may be used by the TC when ordering a digital designed link. This database is currently being built on a central office by central office basis.                         <ol style="list-style-type: none"> <li>a. In some cases, based on the information returned on the query, the TC may submit an order for conditioning a loop to make it xDSL compatible as a digital designed link.</li> </ol> </li> <li>2. <b>Manual Loop Qualification</b>—The TC may request manual loop qualification where the mechanized loop qualification database is not available. The information provided includes total metallic loop length (including bridged taps), presence of load coils (yes or no), presence of digital loop carrier (yes or no), presence of interferors (yes or no), presence of digital single subscriber carrier (DSSC), and qualification for xDSL per Telephone Company standards (yes or no). This additional information may be used by the TC when ordering a digital designed link.                         <ol style="list-style-type: none"> <li>a. The TC may submit an order for conditioning a loop to make it xDSL compatible as a digital designed link.</li> </ol> </li> </ol>

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**5. Local Loops**  
**5.4 xDSL Qualified and Digital Designed Links**

<b>5.4.2 Ordering Service</b>	
<b>B. (Continued)</b>	
<b>3.</b>	<b>Engineering Query</b> —The TC may request information about a link from Telephone Company records beyond that supplied by the mechanized prequalification database or by manual loop qualification. Information such as length, number and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations from Telephone Company cable records may be requested.
<b>4.</b>	<b>Engineering Work Order</b> —When the TC orders digital designed links, an engineering work order is required in order to verify facilities availability, write the work order, and prepare the special bill generated as a result of construction.

<b>5.4.3 Responsibility of the Telephone Company</b>	
<b>A.</b>	The Telephone Company will make trouble report status available to the TC.
<b>B.</b>	The suspension/termination of a TC's link for non-payment or for a cause other than non-payment will result in the suspension/termination of the link. The Telephone Company will notify the TC prior to the termination date. The Telephone Company will take the following actions if the TC's link creates interference or impairment with other Telephone Company facilities or services. <ol style="list-style-type: none"> <li><b>1.</b> Locate another loop that will not create interference or impairment and perform a line and station transfer, and if no such loop is available</li> <li><b>2.</b> The Telephone Company will provide the TC with any and all information that the TC believes it needs to confirm/deny the Telephone Company's determination(s).</li> </ol>

<b>5.4.4 Responsibility of the TC</b>	
<b>A.</b>	The TC is responsible for coordinating with the Telephone Company to ensure that the unbundled element is installed in accordance with the TC's request.
<b>B.</b>	The TC is responsible for initiating, testing and sectionalizing (isolating) all end user trouble reports. The Telephone Company is responsible for testing, if necessary, with the TC to clear a trouble when the trouble has been previously sectionalized to the link.
<b>C.</b>	The TC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.

<b>5.4.5 Regulations</b>	
<b>A.</b>	All preordering, ordering, provisioning, maintenance and billing requests will be handled through the use of the Telephone Company's electronic interfaces.

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**5. Local Loops**  
**5.4 xDSL Qualified and Digital Designed Links**

5.4.5 Regulations	
B.	A change from one TC to another is considered a disconnect of the xDSL qualified link from the original TC and a connect of an xDSL qualified link with the new TC.
C.	At the request of the TC, the Telephone Company will provide continuity testing with the TC.

5.4.6 Conditioning Options	
A.	<b>Remove Load Coils</b> —Telephone Company removal of load coils on a loop at the request of the TC.
B.	<b>Remove Bridged Taps</b> —Telephone Company removal of single or multiple bridged taps at the request of the TC.
C.	<b>Addition of ISDN Extensions</b> —Telephone Company electronics added to the copper portion of a two-wire digital ISDN-capable link so that it may provide service at lengths greater than 18,000 feet.

5.4.7 Application of Rates and Charges	
A.	The following NRCs apply (refer to Part A, Section 3). <ol style="list-style-type: none"> <li>1. Service Order (on a standard basis or an expedited basis, as appropriate).</li> <li>2. Service Connection-Central Office Wiring</li> <li>3. Service Connection-Other</li> <li>4. Manual Intervention Surcharges (on a standard basis or an expedited basis, as appropriate).</li> <li>5. Installation Dispatch Out</li> <li>6. Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)</li> <li>7. Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate)</li> <li>8. Customer Not Ready-Out</li> <li>9. Dispatch Out of Hours</li> </ol>
B.	The following loop qualification rates and charges apply as appropriate. <ol style="list-style-type: none"> <li>1. <b>Mechanized Loop Qualification Monthly Rate</b> applies per link pre-qualified using the Telephone Company's mechanized qualification database.</li> <li>2. <b>Manual Loop Qualification NRC</b> applies per link pre-qualified using manual process.</li> <li>3. <b>Engineering Query NRC</b> applies per link when a TC requests loop information from Telephone Company records beyond that supplied by manual loop qualification. This charge always applies when a TC orders a digital designed link.</li> </ol>

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**5. Local Loops**  
**5.4 xDSL Qualified and Digital Designed Links**

5.4.7 Application of Rates and Charges	
<b>C.</b>	The following digital designed link rates and charges apply as appropriate. These rates and charges are in addition to all monthly rates and NRCs associated with the underlying xDSL links.
1.	<b>Engineering Work Order NRC</b> applies per digital designed link ordered.
2.	<b>Remove Load Coil NRC</b> applies per link requested. NRC varies depending on the length of the link. No charge applies for removal of load coils on links of less than 18,000 feet.
3.	<b>Addition of ISDN Loop Extension Electronics NRC</b> applies per link requested.
4.	<b>Remove Bridged Taps NRC</b> applies per link requested. There is one NRC for removal of a single, bridged tap. There is a different NRC if multiple bridged taps are removed. This NRC will not apply when a loop of less than 18,000 feet has bridged taps above 6,000 feet removed so that the total bridged tap length does not exceed 6,000 feet.
<b>D.</b>	Geographically deaveraged monthly rates apply per link.
<b>E.</b>	Service access charge and interconnection access charge elements contained in Part E (collocation) also apply.

New England Telephone and Telegraph Company

**6. Local Switching**  
**6.1 Line Ports**

The local switch element consists of a line port, line port features, trunk port, trunk port features, group routings and usage.

6.1.1	Description
A.	The line port represents the physical interface to the switch that terminates the loop from the customer premises.
1.	<p><b>Analog Line Port</b>—Provides a 2-wire electrical interface to the local switch. The analog line port provides access to the functions and capabilities of the local switch, including line supervision, dial tone, ringing, digit reception and interpretation, a network address (the local directory number) message recording, the ability to pre-subscribe to a primary carrier of interLATA and, where available, intraLATA toll calls.</p>
a.	Analog line ports can be interconnected to a collocation arrangement in the Telephone Company's central office and are subject to service access charges.
2.	<p><b>Basic Rate ISDN Port</b>—Provides a 2-wire electrical interface to the local switch for the provision of basic rate ISDN capabilities. The basic rate ISDN interface will support a digital subscriber line comprised of two 64 kbps bearer channels and a single 16 kbps out-of-band signaling channel (2B + D). The basic rate ISDN port provides access to the functions and capabilities of the local switch, including ISDN voice, and circuit switched data.</p>
a.	Basic rate ISDN line ports can be interconnected to a collocation arrangement in the Telephone Company's central office and are subject to service access charges.
3.	<p><b>Primary Rate ISDN Port</b>—Provides a DS1 level electrical interface to the local switch for the provision of primary rate ISDN which supports 64 kbps bearer channels (B-channels) and standardized out-of-band signaling (on the D-channel). The primary rate ISDN is configured to provide either 23 B-channels and 1 D-channel or 24 B-channels under control of a D-channel in another primary rate ISDN. The primary rate ISDN port provides access to the functions and capabilities of the local switch, including ISDN voice and circuit switched data functions.</p>
a.	Primary rate ISDN line ports can be interconnected to a collocation arrangement in the Telephone Company's central office subject to the DS1 SAC.
b.	Telephone numbers will be assigned at the customer's request to primary ISDN ports in sequential blocks of 20 or 100 numbers.

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## 6. Local Switching

### 6.1 Line Ports

6.1.1	Description
A.	(Continued)
4.	<p><b>Integrated Digital Loop Carrier Port (TR-08 interface)</b>—Provides the capability to terminate compatible integrated digital loop carrier remote terminal equipment on the local switch for the provision of POTS. The integrated digital loop carrier port adheres to Technical Reference TR-NWT-008. The integrated digital carrier port supports the termination of an interface group comprised of four DS1 electrical interfaces. Individual line capabilities will be provisioned and/or rearranged on the associated dedicated DS0 channels within the integrated digital loop carrier interface group.</p>
a.	<p>TR-08 line ports can be interconnected to a collocation arrangement in the Telephone Company's central office subject to the DS1 SAC.</p>
5.	<p><b>Electronic Key Telephone Port (EKTP)</b>—EKTP provides a two-wire electrical interface to support the unique in-band signaling requirements of customer provided electronic keysets. EKTP is only available from a DMS switch, and is available on compatible switching systems.</p>
a.	<p>EKTP (analog) ports can be interconnected to a collocation arrangement in the Telephone Company's central office subject to the DS0 SAC.</p>
b.	<p>EKTP is provided on a negotiated interval.</p>
6.	<p><b>Coin Telephone Port</b>—Provides a two-wire electrical interface to the local switch and its capabilities to support the technical interface requirements of certain telephone equipment that require specialized in-band coin control signaling. Coin ports are equipped with dial tone first capability, coin functionalities, and blocking features.</p>
a.	<p>With coin ports, access to the switched network is provided via one-way (outgoing) calling only, or for two-way (incoming and outgoing) calling.</p>
b.	<p>Coin ports provide for coin functionality consisting of coin timing and rating of sent paid end user calls and coin signaling. Coin signaling is used to control the disposition of the coins held in the pay telephone and consists of coin collect and coin return. Coin collect is used when a call has been completed and coin return is used if a no answer or busy condition is encountered.</p>
c.	<p>A coin port provides for blocking which consists of originating number screening-operator screening, terminating number screening and selective blocking.</p>
7.	<p><b>Public Access Line (PAL) Port</b>—Provides a two-wire electrical interface to the local switch and its capabilities to support the use of smart pay telephone CPE which does not require network based coin functionality.</p>
a.	<p>PAL ports are provisioned to generate the ANI II codes which are used to alert carrier and operator systems that the call is originating from a pay telephone and may require special treatment.</p>

## New England Telephone and Telegraph Company

6. Local Switching  
6.1 Line Ports

6.1.1 Description	
A. (Continued)	
8.	<b>DS1 DID/DOD/PBX Port Interface for the Termination of Digital PBX Systems</b> —Provides a trunk side DS1 level electrical interface to the local switch for the termination of digital PBX systems. The interface supports an in-band signaling control and line-side capabilities to terminate digital PBX switch trunks on the local switch. Individual capabilities will be provisioned and/or rearranged on associated DS0 channels within the DS1 interface. DS1 DID/DOD/PBX line ports can be interconnected on a collocation arrangement in the Telephone Company's central office subject to the DS1 SAC.
a.	Telephone numbers will be assigned at the customer's request to DS1 DID/DOD/PBX ports in sequential blocks of 20 or 100 numbers.
9.	<b>SMDI II Port</b> —Enables a line port to connect a system via a data link to a central office switch. The link is usually used by a provider of telemessaging or voice messaging. The line port is used to access the telemessaging or voice messaging service. When a call is placed to a line port the data link simultaneously transmits the following information: the called number (end user's telephone number), the calling number (if originated from within the same central office switch), and the type of call forwarding or a direct call indication. An audible message waiting indication may be activated or deactivated via SMDI II to indicate to the line port that a message has been taken. When the message waiting indication is activated, the line port receives an audible stutter dial tone for approximately two seconds when the receiver is lifted. Visual message waiting indicator service is available to UNE-Centrex TCs served by suitably equipped central office facilities.
a.	SMDI II ports can be interconnected to a collocation arrangement in the Telephone Company's central office subject to the DS0 SAC.
B.	Unbundled line ports provide access to the functions and capabilities of the local switch, such as line supervision, dial tone, ringing, digit reception and interpretation, a network address (the local directory number), message recording, access to switch usage and routings, basic intercept and the ability to presubscribe to a primary carrier of interLATA and, where available, intraLATA toll.
C.	Individual lines on unbundled ports will be provisioned as logical members of a TC's previously defined and implemented virtual network. The common attributes of this virtual network will include a routing plan that provides access to shared and dedicated trunking as defined by the TC and established through the NDR process.
D.	Since the Telephone Company is recovering its costs for terminating usage to an unbundled line port through charges to the originating party, for calls that originate on the Telephone Company network the terminating TC will incur no additional costs for the transport and termination of calls to such line ports and will not be eligible for reciprocal compensation from the Telephone Company for such calls.

New England Telephone and Telegraph Company

6. Local Switching  
 6.1 Line Ports

6.1.2 Line Port Features	
Not all features are available with all line ports.	
A.	<p><b>Advanced Intelligent Network (AIN) Triggers</b>—Line ports provisioned with AIN triggers will be able to use AIN triggers in a particular central office switch when and where AIN facilities (databases, Telephone Company SCP or CLEC SCP) are available. Specific triggers will be assigned to specific TC AIN services subject to the CLEC AIN service certification process and associated rates and charges.</p> <ol style="list-style-type: none"> <li>1. AIN triggers initiate AIN messages (queries) over the Telephone Company SS7 network between the following points.                             <ol style="list-style-type: none"> <li>a. The Telephone Company's unbundled local switch and the Telephone Company AIN service control point.</li> <li>b. The Telephone Company's unbundled local switch and a CLEC designated signaling point of interconnection.</li> <li>c. A CLEC designated signaling point of interconnection and the Telephone Company AIN service control point.</li> </ol> </li> <li>2. When subscribing to this option, line ports ordered will be able to access AIN triggers in a particular central office switch when and where it is technically feasible. This feature is not available with coin telephone ports.</li> <li>3. Specific AIN triggers shall be assigned to specific CLEC AIN services subject to CLEC AIN service certification testing processing and associated rates and charges.</li> </ol>
B.	<p><b>Anonymous Call Rejection</b>—Redirects incoming calls for which calling name and number display has been suppressed through the use of per-call blocking or all-call blocking, to an announcement indicating that the line is not presently accepting such calls. This option may be activated and deactivated by dialing a code.</p>
C.	<p><b>Call Forwarding, Call Forwarding Busy, Call Forwarding Don't Answer, Call Forwarding Variable</b>—Permits the line port to direct incoming calls so that they may be answered at another line port. When a TC with more than one central office line grouped for incoming service has the call forwarding transfer in effect on a line in the series, a calling party will receive a busy signal if the number to which calls are being transferred is busy. The call will not be completed to the next available line in the incoming service series. When the call forwarding transfer is discontinued, the incoming service grouping will be restored to normal operation. Calls cannot be transferred to an international direct distance dialing number.</p>
D.	<p><b>Caller ID with Call Management</b>—An augmented form of Caller ID which also allows a line which is off-hook on an existing call to receive Caller ID (number only) information for a new, incoming call and to handle the new call by either of the following methods. (Lines equipped with Caller ID with Name and Call Management will also be automatically equipped with anonymous call rejections.)</p> <ol style="list-style-type: none"> <li>1. Forwarding to a call answering service</li> <li>2. Including in conferencing</li> </ol>

## New England Telephone and Telegraph Company

6. Local Switching  
6.1 Line Ports

6.1.2 Line Port Features	
D. (Continued)	
3.	Routing to a message announcement
4.	Drop first/last caller
E.	<b>Call Return</b> —When activated by dialing a special code this option either automatically returns the most recent incoming call (even if it is not answered), or receives an audible announcement of the telephone number, date and time of the last incoming call and has the option of having the call automatically returned by dialing another code. If the called number is busy, the call will be attempted for a maximum of thirty minutes without tying up the end-user's telephone. Should the line become idle during this process and the call return customer's line is available to complete the call, then a distinctive ringing signal will alert the call return line that the call can be completed.
F.	<b>Call Waiting</b> —Provides a tone signal to indicate to a line port already connected on a telephone call that a second call is waiting. It also permits the line port to hold the first call, answer the second call, and then alternate between both calls. Standard answering bureau equipment does not have a switchhook or a recall button to depress, therefore a call waiting call cannot be picked up on a subscriber's line which is being answered. When a line is equipped for both call waiting and call forwarding, the call waiting feature does not operate when a call is being forwarded or when a forwarded call has been connected to the forwarding point. When two lines both served by the same central office machine and equipped for call waiting, have a call in progress only one line may receive a call over call waiting. Any incoming call to the other line will not receive the tone signal indicating that a call is waiting.
G.	<b>Call Waiting ID and Call Waiting with Name</b> —An augmented form of Caller ID designed for use by call waiting equipped ports to indicate that a line port that is off hook on an existing call to receive Caller ID information (number only or number with name) for a new incoming call.
H.	<b>Caller ID</b> —Provides the telephone number from which the call originates (the calling number) from suitably equipped end offices, including telephone numbers associated with nonpublished and nonlisted service, to the called party. The calling number is transmitted from the port to be displayed on suitable equipment. Ports equipped with Caller ID will also be provided with anonymous call rejection. Anonymous call rejection will be provided in the inactive state and will have no effect until it is activated through the use of a dialing code.
I.	<b>Caller ID with Name</b> —Provides the name and number associated in the Telephone company's records with the line from which an incoming call originated, including names and numbers associated with nonpublished and nonlisted service. For lines not subscribed to the Telephone Company's nonpublished and nonlisted service, the name displayed is the primary name that is listed for that line in the white pages. The name and the calling number are transmitted by the port to be displayed on a suitable customer provided premises equipment attached to the port.

## New England Telephone and Telegraph Company

## 6. Local Switching

## 6.1 Line Ports

6.1.2 Line Port Features	
J.	<b>Centrex Intercom Dialing</b> —Provides the basic switch capability to allow four digit dialing between line port members of a TC defined centrex group.
K.	<b>Customized Ringing</b> —Allows a distinctive ring on calls routed to an alternate telephone number on a line.
L.	<b>Direct Inward Dialing (DID)</b> —Allows an incoming exchange call to be dialed directly to a station associated with a switching system located on the subscriber's premises. The ports equipped with DID outpulse dial-pulse, multifrequency or dual tone multifrequency type digits to the switching equipment on the subscriber's premises. The number of digits out-pulsed will be uniform for both the listed number to the attendant's console and for the stations associated with the switching equipment.  1. DID is only available with a DSI DID/DOD/PBX line port.
M.	<b>Hunting Groups</b> —Provides the ability to sequentially access two or more line side connections in the originating direction, when the access code of the line group is dialed. This feature is provided in all Telephone Company end offices. All lines in the hunt group must be provided in the same manner.  1. <b>Uniform Call Distribution Arrangement</b> —Provides a type of multiline hunting arrangement which provides for an even distribution of calls among the available lines in a hunt group. Where available this feature is provided in Telephone Company electronic end offices only. All lines in the multiline hunting arrangement must be provided in the same manner.  2. <b>Nonhunting Number for Use with Hung Group or Uniform Call Distribution Arrangements</b> —Provides and arrangement for an individual line within a multi-line hunt or uniform call distribution group that provides access to that line within the hunt or uniform call distribution group when it is idle or provides busy tone when it is busy, when the nonhunting number is dialed. Where available this feature is provided in Telephone Company electronic end offices only.
N.	<b>Originating Call Usage Recordings</b> —Makes available the provision of call usage recording information as pertaining to originating call traffic on a particular line port.
O.	<b>Per Call Blocking</b> —Prevents display for a single call of the calling number to another line equipped with Caller ID, Call Waiting ID, or Caller ID with Call Management, and of the calling name and number to another line equipped with Caller ID with Name, Call Waiting ID with Name, or Caller ID with Name with Call Management. In order to activate the feature for a particular call a special code must be dialed on the line port.

## New England Telephone and Telegraph Company

6. Local Switching  
6.1 Line Ports

6.1.2 Line Port Features	
P.	<b>Repeat Dialing</b> —Automatically redials the telephone number of the most recent outgoing call. This option is activated by dialing a special dialing code. If the redialed telephone number is busy, the call will be attempted for a maximum of thirty minutes. Should the line become idle during this process and the repeat dialing line is available to complete the call, then a distinctive ringing signal will alert the repeat dialing line that the call can be completed. The following types of calls cannot be automatically redialed. <ol style="list-style-type: none"> <li>1. Calls to 800 or 800 service numbers</li> <li>2. Calls preceded by an IC access code</li> <li>3. Calls to directory assistance</li> <li>4. Calls to 911</li> <li>5. International direct distance dialed calls</li> </ol>
Q.	<b>Speed Calling</b> —Permits frequently dialed numbers to be dialed by means of an abbreviated code.
R.	<b>Three-way Calling</b> —Permits an existing call to be held and second telephone call to be established and added to the connection.
S.	<b>Dial Tone First</b> —Enables end users to dial certain calls without requiring coin deposits, (e.g. Universal Emergency Number service).
T.	<b>Originating Number Screening-Operator Screening</b> —Alerts the operator that operator handled calls and operator handled directory assistance calls may not be billed to the originating number. Calls may be placed on a calling card, collect or charge to a third number basis.
U.	<b>Selective Blocking</b> —Blocks calls to 550, 554, 900, 920, 940 and 976.
V.	<b>Terminating Number Screening</b> —Alerts operators throughout the country that collect and third number calls cannot be billed to a particular number.
W.	<b>Operation Interaction</b> <ol style="list-style-type: none"> <li>1. <b>Caller ID, Caller ID with Name, Call Waiting ID, Call Waiting ID with Name, Caller ID with Call Management, Caller ID with Name and Call Management</b>—If a call originates in an area where Caller ID is not deployed, and in certain other cases (i.e., operator assisted and calling card calls), the called party's display unit will show an indicator instead of the calling name and/or number. If the calling party has chosen to prevent the transmission of the calling name and number through the use of per call blocking or all call blocking, the called party's display unit will indicate the use of the number blocking feature, generally displayed with the word "private" or the letter "P".</li> <li>2. <b>Per Call Blocking</b>—Provides for the delivery of billing number information through the use of ANI, including but not limited to the use of ANI in connection with E911 service, and in connection with switched access FGD.</li> </ol>

New England Telephone and Telegraph Company

6. Local Switching  
 6.1 Line Ports

<b>6.1.2 Line Port Features</b>	
<b>W. (Continued)</b>	
3.	<b>All Call Blocking</b> —Prevents display of the calling number to a line equipped with Caller ID, Call Waiting, or Caller ID with Call Management, and of the calling name and number to a line equipped with Caller ID with Name, Call Waiting ID with Name, or Caller ID with Name with Call Management on all calls made from a particular line. This feature can be disabled as to its effect on the name and number display for a single call by dialing the unblock code on the line before dialing the number being called.
4.	<b>Anonymous Call Rejection</b> —Not compatible with telephone numbers that are included in hunt groups.
5.	<b>Call Return</b> —If a calling party chooses to prevent the transmission of the calling number through the user of per call blocking or all call blocking, the called party will not be able to identify or return the call by activating the call return option.
6.	<b>Call Waiting ID, Caller ID with Call Management, Caller ID with Name and Call Management</b> —Limitations for call waiting also apply to these options.
7.	<b>Caller ID with Name and Caller ID with Name with Call Management</b> —If a line is equipped with either Caller ID with Name or Caller ID with name and Call Management, dials a party, receives a busy signal, and then subsequently completes the call using repeat dialing, then the called party's name may be displayed on the customer's display unless the called party subscribes to all call blocking.

<b>6.1.3 Responsibility of the Telephone Company</b>	
A.	The Telephone Company shall not be held responsible when the TC fails to provide sufficient, accurate, and timely information or updates in order that the Telephone Company populate the 911/E911 databases.

<b>6.1.4 Responsibility of the TC</b>	
A.	The TC must specify the features required on a line at the time the line port is ordered. Changes which may be requested by the TC after the time the line port is ordered are subject to feature charges.
B.	The TC is responsible to ensure feature compatibility in the switch.
C.	The TC is responsible for providing sufficient and accurate information at the time the line port is ordered in order to enable the Telephone Company to accurately populate the 911/E911 databases.
1.	The TC is also responsible for providing information updates should the E911 address associated with the line port change.

## New England Telephone and Telegraph Company

6. Local Switching  
6.1 Line Ports

6.1.5 Regulations	
A.	For the multi-channel ports of BRI, PRI, DS1 DID/DOD/PBX and TR-08 the customer can request that some or all of the channels be activated at installation. Channels that are activated after the initial installation will incur NRCs.
B.	Prior to the ordering of any unbundled line ports, the customer must submit a network design request (NDR). From the NDR and working with the TC, the Telephone Company will identify the routings of the TC's traffic from the unbundled line ports. Any requirements for customized routings will be identified. The NDR process concludes with the installation of any customized routings and TC specific line class code per end office. This line class code must be provided on all orders requesting unbundled line ports.
C.	The Telephone Company will provide one basic white page, one basic yellow page (for business) equivalent directory, and one directory assistance listing per primary telephone number.
D.	<p><b>Coin Telephone Ports and PAL Ports</b> are subject to the following provisions.</p> <ol style="list-style-type: none"> <li>1. The TC is responsible for all rates and charges originating from or accepted at this service.</li> <li>2. Telephone equipment used with the coin port must be registered in compliance with Part 68 of the FCC's registration program.</li> <li>3. The TC must conform to any applicable rules and regulations established by the PUC.</li> </ol>
E.	Timing and rating of calls by the end users of coin ports will be based on the common timing and rating table.

6.1.6 Application of Rates and Charges	
A.	A monthly charge applies for each line port type and for certain features. In addition, a monthly E911 infrastructure rate applies per telephone number
B.	<p>The following NRCs apply (refer to Part A, Section 3.).</p> <ol style="list-style-type: none"> <li>1. Service Order</li> <li>2. Service Connection-Central Office Wiring</li> <li>3. Manual Intervention Surcharges</li> <li>4. Service Connection-Other</li> <li>5. Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)</li> <li>6. Customer Not Ready-In</li> <li>7. Dispatch Out of Hours</li> </ol>

## New England Telephone and Telegraph Company

6. Local Switching  
6.1 Line Ports

6.1.6 Application of Rates and Charges	
C.	When the TC requests the suspension or restoral of a line port, a feature charge applies.
D.	When the TC requests activation of one or more features on an established line, a port feature charge applies.
E.	Nonrecurring feature charges apply per port, per feature for call forwarding busy, call forwarding don't answer, call waiting, centrex intercom dialing, customer ringing, speed calling and three way calling.
F.	Service access and interconnection access charge elements contained in Part E (collocation) also apply.
G.	When the TC requests activation of an additional channel or telephone number subsequent to the initial activation of the associated line port, the channel activation subsequent to port installation charge and port feature charge apply.
H.	<p>The NDR will be billed according to the amount of time used to develop the NDR plan and install the necessary routings and line class codes. The amount of time billed will only include time spent by Telephone Company personnel directly involved in the defining, building and installing line class codes and dedicated trunk groups. Work activities that must be performed during the NDR process include the following.</p> <ol style="list-style-type: none"> <li>1. Defining network plan for the TC's virtual network <ol style="list-style-type: none"> <li>a. Number of entities</li> <li>b. Types of services to be supported</li> <li>c. Blocking requirements</li> <li>d. E911 planning</li> <li>e. Operator/DA support</li> </ol> </li> <li>2. Defining line class codes for each entity to support the TC's traffic</li> <li>3. Building line class codes per switching entity</li> <li>4. Downloading line class codes to each entity</li> <li>5. Engineering any dedicated trunk groups</li> </ol>
I.	Line Port Traffic Study—NRCs apply per set up and per week.

New England Telephone and Telegraph Company6. Local Switching  
6.1 Line Ports

6.1.6 Application of Rates and Charges	
J.	Coin Telephone Port rate includes the port and its standard features. A service charge applies when coin port features are changed or when the feature is the only service being provided. It does not apply if the features are provided at the same time another service is being provided for which the service charge applies.
1.	A conversion from a coin full service to a coin port service will be considered a disconnect from the full service and new connect for the port service. A conversion from a coin port service to a full coin service will be considered a disconnect from the port service and a new connect for the full coin service. Service charges and NRCs apply for the individual services.
K.	AIN Trigger—The AIN trigger feature is subject to an AIN trigger charge which applies per occurrence (query). An AIN SS7 message transport charge also applies on a per occurrence (query) basis each time an AIN query is originated over the Telephone Company's SS7 network to either a Telephone Company SCP or a TC AIN SCP.
1.	Where the AIN query originates from a CLEC's signaling point of interconnection, a per message rate adjustment will apply to account for any SS7 signaling resources that are utilized that may have been previously purchased by the CLEC on a dedicated basis.

New England Telephone and Telegraph Company

## 6. Local Switching

### 6.2 Trunk Ports

#### 6.2.1 Dedicated Trunk Port

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|----|---|
| A. | A dedicated trunk port is a switch termination that is dedicated to the use of the ordering TC for the transport of originating local, toll or access traffic from their unbundled local switch to other Telephone Company, IXC or TC switches. Dedicated trunk port supports the following capabilities. <ol style="list-style-type: none"> <li>1. Cabling to the Telephone Company trunk frame on the trunk side</li> <li>2. 1.544 Mbps bandwidth capable of supporting twenty-four 56 kbps trunks</li> </ol> |
| B. | Dedicated trunk ports can be accessed from the CLEC collocation arrangement.  |

#### 6.2.2 Shared Trunk Port

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| A. | A shared trunk port is a Telephone Company provided trunk termination on the end office switch that is used for the transport of the Telephone Company, TC or other party local, toll or IXC traffic from the local switch to other Telephone Company, TC or IXC switches. |
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#### 6.2.3 Trunk Port Features

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| A. | <b>Multifrequency or SS7 Signaling</b> —A feature which the CLEC designates based on its switch signaling capabilities.  |
| B. | <b>ANI</b> —An optional feature that provides for the automatic transmission of a seven or ten digit number and information digits over a port for calls originating in the LATA to identify the calling station.  |
| C. | <b>64CCC</b> —An optional feature that provides B8ZS encoding technique that allows a customer to transport voice or data signals over a 64 kbps channel with no constraint on the quantity or sequence of ones and zero bits. The derived 64 kbps clear channel supports superframe or extended superframe formatting. This feature is required for originating or terminating 64 kbps calls to an ISDN network. This feature is available in suitably equipped electronic end offices as specified in NECA Tariff FCC No. 4. |
| D. | <b>Operator and DA Signaling</b> —Provides the signaling necessary to support the provision of operator and DA services.   |

#### 6.2.4 Regulations

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|----|--|
| A. | A TC may not specify features, interconnection design, routing or transmission on a shared trunk port. |
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#### 6.2.5 Application of Rates and Charges

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|----|---|
| A. | A monthly rate applies for each dedicated trunk port. |
|----|---|

New England Telephone and Telegraph Company

6. Local Switching  
 6.2 Trunk Ports

6.2.5 Application of Rates and Charges	
B.	Usage charges apply for shared trunk ports.
C.	The following NRCs apply (refer to Part A, Section 3).
1.	Manual Intervention Surcharge (on a standard basis or an expedited basis, as appropriate).
2.	Service Connection-Central Office Wiring (on a standard basis or an expedited basis, as appropriate).
3.	Service Connection-Other (on a standard basis or an expedited basis, as appropriate).
4.	Customer Not Ready-In
5.	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)
D.	Service access and interconnection access charge elements contained in Part E (collocation) also apply.

New England Telephone and Telegraph Company

**6. Local Switching**  
**6.3 Usage**

6.3.1 Determination of Chargeable Minutes of Use	
A.	TC traffic supporting unbundled arrangements will be measured (i.e. recorded) by the Telephone Company at end office switches or access tandem switches. Originating unbundled calls will be measured by the Telephone Company to determine the basis for computing chargeable access minutes. For originating calls where the off-hook supervisory signal is provided by the customer's equipment, the measured minutes are the chargeable minutes. For originating unbundled calls where the off-hook supervisory signal is forwarded by the customer's equipment when the called party answers, chargeable TC originating unbundled minutes are derived from recorded minutes as follows.
	<ol style="list-style-type: none"> <li>1. Step 1—Obtain recorded originating minutes and messages, where the off-hook supervisory signal is forwarded by the customer's equipment when the called party answers, from the appropriate recording data.</li> <li>2. Step 2—Obtain total attempts by multiplying the originating measured messages by the attempts per message factor. The attempts per message factor is obtained from a sample study which analyzes the number of attempts on the network divided by the number of revenue producing messages (completion). This number is always greater than one. Measured messages times attempts per message factor equals total attempts.</li> <li>3. Step 3—Obtain total nonconversation time additive (NCTA) by multiplying the total attempts by the NCTA per attempt factor. The NCTA per attempt factor is obtained from the sample study described in step 2 by measuring the elapsed time during call setup for each network attempt that starts with the completion of a customer (or operator) dialing and ends when the called party answers or the call is abandoned (expressed as a decimal portion of one minute). Total attempts times NCTA per attempt factor equal total NCTA.</li> <li>4. Step 4—Obtain total chargeable originating access minutes by adding the total NCTA to the recorded originating measured minutes. Measured minutes plus total NCTA equal chargeable originating minutes.</li> </ol>

6.3.2 Application of Rates and Charges	
A.	For the switching and shared transport of calls that originate from an unbundled line port, usage rates will apply according to the Telephone Company network resource that is used. Usage is affected by the following factors.
	<ol style="list-style-type: none"> <li>1. The rates applied are time of day sensitive.</li> </ol>
B.	<b>Unbundled Local Switching Charge (ULSC)</b> —Applies for each originating minute of use of the TC's call through the local switch. Nonconversation time and attempt additives will be added to the recorded conversation time to determine rateable minutes.

New England Telephone and Telegraph Company

6. Local Switching  
 6.3 Usage

6.3.2 Application of Rates and Charges	
C.	<b>Unbundled Shared Trunk Port Charge</b> —Applies per minute of use to recover the costs associated with the TC’s use of a shared end office trunk port. Nonconversation time and attempt additives will be added to the recorded conversation time to determine the rateable minutes. This element applies when the associated trunks carry both access and local/toll usage, or as part of the unbundled local common transport charge or unbundled toll common transport charge.
D.	<b>Unbundled Tandem Transport Charge</b> —Applies per minute of use to recover the use of shared transport between the end office and the tandem switch. Nonconversation time and attempt additives will be added to the recorded conversation time to determine the rateable minutes. This element applies when the associated trunks carry both access and local/toll usage, or as part of the unbundled local common transport charge or unbundled toll common transport charge.
E.	<p><b>Composite Local Switching, IOF and Tandem Resource Charges</b></p> <p>1. <b>Unbundled Local Common Transport Charge</b>—This charge recovers the cost of delivering a local call for the originating end office to a termination switch. The rate is applied per minute of use and does not vary according to distance or whether the call was direct or tandem routed. Use of the originating shared trunk port, shared IOF and weighted tandem costs are also recovered. Nonconversation time and attempt additives will be added to the recorded conversation time to determine rateable minutes. This charge applies when a TC utilized the existing Telephone Company network on a shared basis to transport calls within the LATA.</p> <p>2. <b>Unbundled Toll Common Transport Charge</b>—This charge recovers the cost of delivering a toll call from the originating end office to a terminating switch. The rate is applied per minute of use and does not vary according to distance or whether the call was direct or tandem routed. Use of the originating shared trunk port, shared IOF and weighted tandem costs are also recovered. Nonconversation time and attempt additives will be added to the recorded conversation time to determine the rateable minutes. This charge applies when a TC utilized the existing Telephone Company network on a shared basis to transport calls within the LATA.</p> <p>3. <b>Tandem Transit Switching Charge</b>—This charge recovers the cost of two shared tandem trunk ports and tandem switching. Nonconversation time and attempt additives will be added to the recorded conversation time to determine the rateable minutes. This charge provides for the involved trunks carrying both access and local/toll usage, or as part of the unbundled local common transport charge or unbundled toll common transport charge.</p> <p>4. <b>Unbundled Telephone Company Reciprocal Compensation Charge</b>—When a local call from a TC’s unbundled line port is terminated to a Telephone Company switch, reciprocal compensation charges (at the end office rate) will be assessed to the originating line port to recover the costs of terminating that call to an end user.</p> <p>a. For intra-entity calls, a second ULSC charge will apply instead of this charge.</p>

New England Telephone and Telegraph Company

**6. Local Switching**  
**6.3 Usage**

<b>6.3.2</b>	<b>Application of Rates and Charges</b>
<b>E.</b>	<b>(Continued)</b>
<b>5.</b>	<p><b>Unbundled TC Reciprocal Compensation Charge</b>—When a call from an unbundled line port terminates to a TC switch, this charge will be assessed to the originating line port minute in order for the Telephone Company to recover the terminating intercarrier charges that will be assessed to the Telephone Company by the terminating TC. This charge will be a composite of the TC termination charges assessed to the Telephone Company.</p>
<b>6.</b>	<p><b>Reciprocal Compensation for Interexchange Traffic</b>—When an interexchange call from an unbundled line port leased by a TC terminates to a Telephone Company switch, intraLATA switched access rates and carrier common line rates as set forth in PUC RI No. 20 apply.</p>
<b>F.</b>	<p>Use of the local switch by the TC's end user will be recorded on the same basis that the Telephone Company records calls for its own customers. Where available, recordings will be utilized to bill local switching usage to the TC and will be provided to the TC for their use in billing their end users.</p>

New England Telephone and Telegraph Company

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**6. Local Switching**  
**6.4 Provisions for Other Services**

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**6.4.1 Network Design Request—Group Routings**

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|-----------|---|
| <b>A.</b> | Group routings are the translations, routings and screening that the Telephone Company must perform at its end offices and tandems to make the customer's network operate according to the customer's specifications. A request for standard group routings results in the TC's traffic being routed in the same manner as the Telephone Company's equivalent class of traffic. Customized routings allow the TC's traffic to be routed differently than the Telephone Company's traffic. |
| <b>B.</b> | The TC's routing assignments are identified and implemented through the NDR process. The hourly wage rate applies for performing this work.   |

**6.4.2 Remote Call Forwarding**

- |           |   |
|-----------|---|
| <b>A.</b> | With this feature the TC can request that calls be forwarded from an initial telephone number to a second telephone number specified by the TC. The initial telephone number will be afforded a directory listing at no additional charge. Usage of the network to process the call from the initial telephone number to the second telephone number will be charged back to the TC associated with the initial telephone number. |
|-----------|---|

New England Telephone and Telegraph Company

## 7. Expanded Extended Loop (EEL)

### 7.1 General

7.1.1	Description
A.	EEL arrangements are provided to the extent technically feasible and where facilities exist. EEL arrangements enable a CLEC to use combinations of unbundled links (provided under Part B, Section 5) and unbundled dedicated interoffice transport network elements, including unbundled multiplexers (provided under Part B, Sections 2 and 3) to provide a significant amount of local exchange service to an end user.
B.	Intrastate-interLATA EEL arrangements will be provided only when all circuit end points are within the same local exchange calling area as defined in PUC RI No. 15.
C.	<p>In addition to the EEL arrangements described in 7.1.1A, the following unbundled links (refer to Part B, Section 5) are available in combination with EEL voice grade/DS0 transport.</p> <ol style="list-style-type: none"> <li>1. 2 wire analog basic link</li> <li>2. 2 wire digital ISDN capable link</li> <li>3. 4 wire analog basic link</li> <li>4. 4 wire 56 KD link</li> </ol>
D.	<p>It is presumed that the CLEC is providing a significant amount of local exchange service if the CLEC meets the terms of one of the following FCC-approved significant local usage options. The Telephone Company will amend this tariff to include any future FCC-approved significant local usage options, as required.</p> <ol style="list-style-type: none"> <li>1. <b>Option 1</b>—The CLEC is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at the CLEC's collocation arrangement in at least one Telephone Company central office. This option does not allow loop-transport combinations to be connected to the Telephone Company's tariffed services.</li> <li>2. <b>Option 2</b>—The CLEC provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least fifty percent of the activated channels on the loop portion of the loop-transport combination have at least five percent local voice traffic individually, and the entire loop facility has at least ten percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at the CLEC's collocation arrangement in at least one Telephone Company central office. This option does not allow loop-transport combinations to be connected to the Telephone Company's tariffed services.</li> </ol>

New England Telephone and Telegraph Company

7. Expanded Extended Loop (EEL)  
 7.1 General

7.1.1 Description	
D. (Continued)	
3.	Option 3—At least fifty percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least thirty-three percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to the Telephone Company's tariffed services. Collocation is not required under this option.

New England Telephone and Telegraph Company

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7. Expanded Extended Loop (EEL)  
7.2 Responsibility of the Telephone Company

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7.2.1	Description
A.	The Telephone Company will perform the necessary functions to combine unbundled loop and IOF transport network elements to provide EEL arrangements.

New England Telephone and Telegraph Company

7. Expanded Extended Loop (EEL)  
 7.3 Responsibility of the CLEC

7.3.1	Description
A.	The CLEC must certify in writing that the EEL arrangement is being used to provide a significant amount of local exchange service and associated switched access services to a particular customer. Such certification will not delay the provisioning of EEL arrangements. The CLEC must certify to the Telephone Company under which FCC-approved significant local usage option it qualifies.
B.	The CLEC is responsible for initiating and isolating all end user trouble reports and isolating the trouble to the Telephone Company network. The trouble reporting procedure must conform to the established mechanized process.
C.	The CLEC must submit an accurate, timely and complete order.
D.	To ensure adequate infrastructure planning to meet customer service requirements within standard intervals, CLECs must provide the Telephone Company with at least a one year detailed forecast of its volume requirement for all EEL arrangements. This should include requirements for both new growth and change in volumes. The forecast is to be provided to the Telephone Company on an annual basis.

New England Telephone and Telegraph Company

7. Expanded Extended Loop (EEL)  
 7.4 Regulations

7.4.1 General	
A.	The CLEC will have assignment control of all multiplexers and transport and must specify a connecting facility arrangement (CFA) for each low speed channel termination or transport termination requested.
B.	Orders for backbone elements and EEL loops will be accepted at the same time and will be treated as one order.
C.	An EEL arrangement may be ordered on an expedited basis.
D.	When the CLEC requests a change from one EEL arrangement to another, such changes are treated as discontinuances of existing service and installations of new service.
E.	<p><b>Certification Audits</b>—The Telephone Company shall have the right to audit CLEC compliance with the terms of the FCC-approved significant local usage options in Section 7.1.1D. Audits will not be conducted prior to the provisioning of an EEL arrangement but only when the Telephone Company has reason to believe that a CLEC's EEL arrangement does not meet the terms of the FCC-approved significant local usage option under which the CLEC has self-certified. The Telephone Company will provide at least thirty days' written notice to a CLEC that it will conduct an audit. In addition, the Telephone Company will notify the FCC of any audits it plans to conduct.</p> <ol style="list-style-type: none"> <li>1. The audit shall be performed by an independent party as authorized by the Telephone Company. Such a request will be initiated by the Telephone Company no more than once per year unless a prior audit revealed noncompliance.</li> <li>2. The CLEC shall supply required data, including but not limited to NPA-NXX and 4-digit telephone number suffixes associated with each EEL arrangement, and associated usage data provided such records are kept by the CLEC as part of its normal course of business.</li> <li>3. In the event that an audit reveals that a CLEC is not meeting the terms of the FCC-approved significant local usage options in Section 7.1.1D, the CLEC shall reimburse the Telephone Company for the cost of the audit. Proof of cost shall be the bills submitted to the Telephone Company by the auditor in adequate detail. The Telephone Company may discontinue service without incurring liability in accordance with Part A, Section 1.6.6.</li> </ol>

7.4.2 Maintenance Standards	
A.	All EEL arrangements are subject to the appropriate maintenance service standards applicable to the link.

New England Telephone and Telegraph Company

**7. Expanded Extended Loop (EEL)**  
**7.5 Application of Rates and Charges**

7.5.1	Description
A.	<b>Monthly Rates</b>
1.	<p><b>Link Test Charge</b>—A monthly rate applies to recover the additional cost associated with testing EEL arrangements. This charge will vary depending on the specific loop type that is ordered.</p> <p>The applicable recurring rate for each separate network element will also apply to EEL arrangements.</p> <p>EEL voice grade/DS0 transport provides for the transmission facility between the two termination points.</p> <p>Rates for EEL voice grade/DS0 transport apply on a fixed and per mile basis.</p>
B.	<p>NRCs will equal the sum of the tariffed NRC applicable to the individual unbundled network elements involved in the provisioning of the EEL arrangement, less the charge for the network activities, if any, not required to be performed due to the nature of the specific combination requested.</p> <p>Customer Not Ready Charges will apply as appropriate.</p> <p>One service order charge per service order issued will apply.</p>
C.	<p>Collocation SAC or IAC Charges as appropriate will also apply (refer to Part E).</p>
D.	<p>Full termination liability will apply for conversions to EEL arrangements, where applicable.</p>

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**8. Unbundled Network Element-Platform (UNE-P)  
Combinations**

**8.1 General**

8.1.1	Description
A.	Loop and port combinations previously utilized by the Telephone Company to provide local exchange and associated switched exchange access services will be made available as UNE-P combinations under the terms, conditions, rates and charges of this tariff.
B.	Requests for combinations of local loop and local switch port UNEs that are not ordinarily combined and have not previously been combined in the Telephone Company network will be made available to the extent technically feasible pursuant to the bona fide request process (refer to Part A, Section 2).
C.	<p>A UNE-P combination, as offered under this tariff, consists of the combination of the following UNEs.</p> <ol style="list-style-type: none"> <li>1. Unbundled Local Loop (refer to Part B, Section 5), which is connected to unbundled local switching.</li> <li>2. Unbundled Local Switching (refer to Part B, Section 6), which provides access to the following UNEs.               <ol style="list-style-type: none"> <li>a. Unbundled Shared Trunk Port (refer to Part B, Section 6.2) and Common (shared) Transport (refer to Part B, Section 6.3) and/or Tandem Switching (refer to Part B, Section 4)</li> <li>b. Optional Dedicated Trunk Port (refer to Part B, Section 6.2), which provides access to Dedicated Transport (refer to Part B, Section 2) and/or optional Tandem Switching (refer to Part B, Section 4).</li> </ol> </li> </ol>
D.	There is no collocation requirement to access local loop and local switch port UNE-P combinations.

New England Telephone and Telegraph Company

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8. Unbundled Network Element-Platform (UNE-P)  
Combinations  
8.2 Responsibility of the CLEC

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8.2.1 Network Design Request	
A.	Prior to submitting an initial order for unbundled switching or UNE-P combinations, the CLEC must complete the NDR process described in Part B, Section 6.4.1.

8.2.2 Mechanized Trouble Reporting	
A.	A CLEC purchasing a UNE-P combination is responsible for testing, trouble isolation, and requesting dispatch of a Telephone Company technician for repair, using the mechanized trouble reporting system provided by the Telephone Company.

New England Telephone and Telegraph Company

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8. Unbundled Network Element-Platform (UNE-P)  
Combinations  
8.3 Order of Service

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8.3.1 Classification of UNE-P Combination	
A.	Orders for UNE-P combinations will be divided into the following classes, neither of which is subject to the BFR process.
1.	<b>Migration</b> —The transfer of existing retail business or residence service of the Telephone Company to the already connected UNEs that comprise the underlying retail service.
2.	<b>New</b> —The connection of a specific loop and port not currently connected (but which is ordinarily combined in the Telephone Company's network) for the provision of local exchange and associated switched exchange access services to a specific business or residence end user customer.

New England Telephone and Telegraph Company

**8. Unbundled Network Element-Platform (UNE-P)  
 Combinations  
 8.4 Application of Rates and Charges**

8.4.1 Description	
<b>A.</b>	<b>General</b> —Tariffed NRCs, monthly rates and usage (as incurred) apply to all UNE-P combinations (refer to Part M, Sections 1 and 2).
<b>B.</b>	<b>NRCs</b>
1.	<b>Service Order</b> applies based upon type of loop ordered (on a standard basis or an expedited basis, as appropriate)
2.	<b>Service Connection-Other</b> applies based upon type of switch port ordered (on a standard basis or an expedited basis, as appropriate)
3.	<b>Service Connection-Central Office Wiring</b> applies based upon the type of switch port ordered for any orders classified as new (on a standard basis or an expedited basis, as appropriate). UNE-P combinations that utilize analog, coin, public access line or basic rate ISDN switch ports are assessed one service connection-central office wiring charge associated with the line port used. UNE-P combinations that utilize primary rate ISDN or DSI trunk ports with line treatment are assessed a service connection-central office wiring charge equal to the sum of the individual service connection-central office wiring charges for the loop and the port, plus installation dispatch-out charges.
4.	<b>Other NRCs</b> —The following NRCs also apply as appropriate (refer to Part A, Section 3).
a.	Manual Intervention Surcharges apply per order, per port (on a standard basis or an expedited basis, as appropriate).
b.	Installation Dispatch Out
c.	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)
d.	Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate)
e.	Customer Not Ready-In
f.	Customer Not Ready-Out
g.	Dispatch Out of Hours
<b>C.</b>	<b>Monthly Rates</b>
1.	Tariffed monthly rates for the individual UNEs or services that comprise the requested UNE-P combination apply (refer to Part B and Part M, Section 2).
<b>D.</b>	<b>Usage</b>
1.	Tariffed MOU charges apply based on the Telephone Company network resource that is used (refer to Part B, Section 6 and Part M).

New England Telephone and Telegraph Company

**9. Unbundled Network Element Combinations—Other**  
**9.1 General**

9.1.1 Description	
A.	Requests for UNE combinations other than EELs (refer to Part B, Section 7 or UNE-P combinations (refer to Part B, Section 8) will be made available to the extent technically feasible subject to the terms, conditions and limitations of this tariff.
B.	UNE combinations – other will consist of individual UNEs and EEL arrangements combined by the Telephone Company for use by a TC in providing service to an end user.
C.	There is no collocation requirement to access these combinations, unless technically necessary, as determined by the Telephone Company at the time of the TC's request.

9.1.2 Application of Rates and Charges	
A.	General—Tariffed NRCs, monthly rates and usage (as incurred) apply to all UNE combinations (refer to Part M, Sections 1 and 2).
B.	Monthly Rates and Usage Charges <ol style="list-style-type: none"> <li>1. All tariffed monthly rates and usage charges associated with the individual network elements included in the UNE combination apply in accordance with rate regulations established for those elements.</li> </ol>
C.	NRCs <ol style="list-style-type: none"> <li>1. In the event that the CLEC requests an expedited provisioning and/or that manual intervention is required, the appropriate expedite and/or manual intervention surcharges apply. A combination of network elements may be ordered on an expedited basis only if each of the separate elements ordered has a tariffed expedite NRC.</li> <li>2. When two or more unbundled network elements are ordered in combination at the same time in the same central office, only one service order charge will apply. The service order charge will be equal to the highest prevailing tariffed service order charge for the separate purchase of the individual elements being ordered.</li> <li>3. Other NRCs for any combination of elements will equal the sum of the tariffed NRCs applicable to the individual unbundled network elements or EEL arrangements being purchased.</li> <li>4. If any of the nonrecurring costs applicable to the individual elements are not actually incurred when network elements are provided in a UNE combination, appropriate adjustments will be made to the NRCs applicable to the UNE combination.</li> <li>5. The following NRCs also apply as appropriate (refer to Part A, Section 3).                             <ol style="list-style-type: none"> <li>a. Installation Dispatch Out</li> <li>b. Customer Misdirect-In (on a standard basis or on an expedited basis, as appropriate)</li> <li>c. Customer Misdirect-Out (on a standard basis or on an expedited basis, as appropriate)</li> </ol> </li> </ol>

New England Telephone and Telegraph Company

**9. Unbundled Network Element Combinations—Other**  
**9.1 General**

<b>9.1.2 Application of Rates and Charges</b>	
<b>C. 5. (Continued)</b>	
<b>d.</b>	Customer Not Ready-In
<b>e.</b>	Customer Not Ready-Out
<b>f.</b>	Dispatch Out of Hours
<b>D.</b>	Collocation SAC or IAC charges, as appropriate, will also apply (refer to Part E).

New England Telephone and Telegraph Company

**10. Unbundled Dark Fiber**  
**10.1 General**

10.1.1 Description	
A.	Dark Fiber provides a TC with an unlit continuous fiber optic strand within an existing, in-place Telephone Company fiber optic cable sheath solely for use in the provision of telecommunications services.  1. A strand is not considered continuous if splicing is required to provide fiber continuity between locations except as provided for in 10.2.1G following. 2. A dark fiber UNE consists of two fiber strands.
B.	The Telephone Company provides access to the following types of dark fiber.  1. Loop Dark Fiber—is provided between the TC's collocation arrangement in the Telephone Company's central office and the end user's premises in the same serving wire center. 2. IOF Dark Fiber—is provided between TC collocation arrangements in Telephone Company central offices or between such arrangements and the TC's central office.
C.	Dark fiber is only available where in-place, spare facilities exist. The Telephone Company will not construct new or additional facilities and will not introduce additional splice points to accommodate dark fiber requests.
D.	Dark fiber is provided subject to the availability of facilities on a first-come, first-served basis. Reservations for dark fiber are not accepted.
E.	The Telephone Company reserves the right to petition for relief from its obligation to provide dark fiber if it believes that a TC request would strand an unreasonable amount of fiber capacity or would result in service disruption or degradation of service to other customers.

10.1.2 Ordering Conditions	
A.	Prior to ordering a dark fiber UNE, a TC must submit a dark fiber inquiry form to have the Telephone Company conduct a review of its existing cable records to determine whether spare dark fiber is available. Written inquiries for a dark fiber UNE must designate the two locations between which dark fiber is desired and the quantity of fiber pairs requested. Additional locations will require additional inquiries.  1. If the records indicate that spare fiber exists, the Telephone Company will notify the TC and provide the estimated mileage. This does not constitute a reservation, and the Telephone Company does not guarantee that spare fiber will be available at the time the TC places an order. 2. The TC may proceed to place an order for a dark fiber UNE via an ASR any time following completion of the inquiry.

New England Telephone and Telegraph Company**10. Unbundled Dark Fiber**  
**10.1 General****10.1.3 Additional Engineering Services**

- A.** At the option of the TC, the following additional engineering services regarding dark fiber are available.
- 1. Fiber Layout Map**—A TC may request a fiber layout map for a wire center for preliminary design purposes only. Fiber layout maps are based upon the Telephone Company's existing records and are provided subject to a proprietary agreement. The map will show the streets within the wire center where there are existing Telephone Company fiber cable sheaths.
  - 2. Cleaning Connectors**—A TC may request that the Telephone Company clean the connectors on an unbundled dark fiber network element in order to remove non-embedded contaminants. The TC will be charged time and materials for all work performed related to cleaning connectors.
  - 3. Retrofitting Connectors**—A TC may request the Telephone Company to retrofit older connectors on an unbundled dark fiber network element fiber with the Telephone Company's currently approved connectors in order to try to improve the transmission characteristics of the network element. The Telephone Company will not retrofit older connectors if there is a risk of disrupting existing fiber optic services in the same ribbon. As standard business practice calls for all connectors in a ribbon to be retrofitted at the same time, the TC will be charged time and materials to retrofit every connector on a ribbon and for all work performed related thereto.

## New England Telephone and Telegraph Company

**10. Unbundled Dark Fiber**  
**10.2 Responsibility of the Telephone Company**

10.2.1	Description
A.	The Telephone Company does not guarantee or make any warranty with respect to the accuracy or completeness of its cable records.
B.	Dark fiber, where available, conformed to those Telephone Company standard transmission characteristics in place at the time the fiber was installed.
C.	The Telephone Company does not guarantee the transmission characteristics of dark fiber will remain constant over time.
D.	The Telephone Company will not re-terminate or re-splice fibers in order to improve transmission characteristics.
E.	Where dark fiber terminates in a location other than a Telephone Company wire center, the Telephone Company will place a jumper cable connecting the unbundled dark fiber on the Telephone Company's hard termination point to the TC's fiber patch panel.
F.	Where dark fiber terminates at a collocation arrangement, the Telephone Company will place a jumper cable connecting the unbundled dark fiber on the Telephone Company's fiber distribution frame to the TC's POT bay.
G.	The Telephone Company will not require collocation at an intermediate office if it can provide intermediate cross connections between fiber distribution frames or can splice fibers at any technically feasible point in the intermediate office(s).

New England Telephone and Telegraph Company**10. Unbundled Dark Fiber**  
**10.3 Responsibility of the TC**

10.3.1	Description
A.	The TC is responsible for determining whether the transmission characteristics of the dark fiber provided by the Telephone Company will accommodate its requirements.
B.	The TC is responsible for obtaining any governmental or private property permit, easement or other authorization or approval required for access to dark fiber, such as to open manhole covers.
C.	Establishment of applicable fiber optic transmission equipment needed to power unbundled dark fiber in order to transmit information is the responsibility of the TC.
D.	The TC assumes all risks associated with the unforeseen introduction of future splices on dark fiber.
E.	The TC is responsible for establishing a fiber patch panel which will serve as the demarcation point when dark fiber terminates in a location other than a Telephone Company wire center.
F.	The TC is responsible for ensuring that appropriate cross connects and POT Bay terminations are in place prior to submitting an order for unbundled dark fiber.

New England Telephone and Telegraph Company

**10. Unbundled Dark Fiber**  
**10.4 Application of Rates and Charges**

10.4.1 NRCs	
A.	The following NRCs apply (refer to Part A, Section 3).
1.	Service Order (on a standard basis or on an expedited basis, as appropriate)
2.	Service Connection-CO Wiring (on a standard basis or on an expedited basis, as appropriate)
3.	Service Connection-Other (on a standard basis or on an expedited basis, as appropriate)
4.	Installation Dispatch Out (on a standard basis or on an expedited basis, as appropriate)
5.	Service Date Change
B.	Record Review Charge—Applies per unbundled dark fiber ordered.
10.4.2 Monthly Rates	
A.	Mileage Measurement—Mileage will be measured using the V&H coordinates method between the two locations as set forth in the NECA Tariff FCC No. 4. Any fractional unit will be rounded up to the next higher unit before applying rates.
B.	Dark Fiber IOF Mileage—Applies on a per mile basis, per fiber pair, when IOF dark fiber is between two Telephone Company offices. A minimum of one mile applies.
C.	Dark Fiber Loop Mileage—Applies on a fixed and a per quarter mile basis, per fiber pair. A minimum of one quarter mile applies.
D.	Dark Fiber Channel Termination Rate—Applies on a fixed and per quarter mile basis, per fiber pair, when IOF dark fiber is between a Telephone Company office and a TC office within the same serving wire center. A minimum of one quarter mile applies.
E.	Serving Wire Center Rate—Applies per fiber pair, for each end originating or terminating at a Telephone Company office.
10.4.3 Time and Materials	
A.	Time and Materials rates and charges apply as follows.
1.	When a TC requests a fiber layout map.
2.	When a TC requests the Telephone Company to clean connectors, per connector cleaned.
3.	When a TC requests the Telephone Company to retrofit connectors, per connector upgraded.
4.	When a TC requests the Telephone Company to splice fibers at any technically feasible point in an intermediate office.

New England Telephone and Telegraph Company

**11. Unbundled Sub-Loop Arrangement**  
**11.1 General**

11.1.1 Description	
A.	USLA provides a TC with access to the Telephone Company's distribution pairs/facilities at the Telephone Company Feeder Distribution Interface (FDI) or its functional equivalent. When the FDI is located outside the Telephone Company RTEE, USLA provides a 2 wire or 4 wire transmission channel between the TC Outside Plant Interconnection Cabinet (TOPIC) and the Telephone Company's network demarcation point at the end user location. When the FDI or its functional equivalent is located inside the Telephone Company RTEE, USLA provides a 2 wire or 4 wire transmission channel between the TC's equipment (e.g., DSLAM) collocated in the RTEE and the Telephone Company's network demarcation point at the end user location.
B.	USLA may be used by the TC to provide service to an end user's location. The service can entail either conversion of service to an end user's location using an existing working sub-loop or the establishment of original service reusing an existing spare sub-loop. Distribution pairs currently in place to serve Telephone Company retail service can be converted to USLA.
C.	Power is not provided with USLA.

11.1.2 Ordering Service	
A.	The TC may request an Engineering Query from the Telephone Company to obtain loop information as described in Part B, Section 5.4.2.
B.	To access USLA sub-loops, the TC must establish TOPIC interconnection (refer to Part B, Section 12) when the FDI is located outside the Telephone Company's RTEE or establish CRTEE interconnection (refer to Part E, Section 11) when the functional equivalent of an FDI is located inside a Telephone Company RTEE. Completed applications for TOPIC interconnection must be sent directly to Collocation Applications Manager-Verizon, 125 High Street, Boston, MA 02110 or Email to Collocation.applications@verizon.com. <ol style="list-style-type: none"> <li>1. The application must include the existing Telephone Company FDI locations where the TC desires USLA, detailed initial requirements and a forecast detailing anticipated growth in demand of the number of sub-loops to be requested at each location.</li> <li>2. The application will also include any optional requests for FDI Serving Address Inquiry or Preliminary Engineering Records Review.                         <ol style="list-style-type: none"> <li>a. <b>FDI Serving Address Inquiry</b>—Identifies the range of customer addresses served by an FDI location.</li> <li>b. <b>Preliminary Engineering Records Review</b>—Provides information about an FDI location from Telephone Company records as to the type of enclosure and the number of distribution pairs that terminate at the FDI.</li> </ol> </li> </ol>

## New England Telephone and Telegraph Company

**11. Unbundled Sub-Loop Arrangement****11.1 General**

11.1.2 Ordering Service	
B. (Continued)	
3.	Where either the FDI Serving Address Inquiry or Preliminary Engineering Records Review is specified on an application, the TC will be notified of the results of these inquiries before the Telephone Company processes the rest of the application. The TC will be given the option of cancelling the application based on the results of these inquiries.
C.	Upon receipt of a completed application for TOPIC interconnection, the application fee and any applicable inquiry and review fees, the Telephone Company will proceed with the site survey, design the required work order and prepare a cost estimate for completion of the required work. The Telephone Company will provide the TC with the work order and cost estimate for the Telephone Company effort necessary to support interconnection with the TOPIC within 45 business days after receipt of the application.
D.	If the TC elects to proceed with TOPIC interconnection, the TC will have 45 business days from receipt of the work order and cost estimate to pay 50% of the estimated cost to initiate the Telephone Company implementation effort. The remaining 50% will be billed by the Telephone Company upon completion of the work.
E.	Upon completion of TOPIC interconnection, the TC may request USLA sub-loops. <ol style="list-style-type: none"> <li>1. The TC will request the cross connection of Telephone Company sub-loops from the Telephone Company. The installation of sub-loops may occur as part of a conversion from Telephone Company retail service or may occur as part of the installation of new service to an end user.</li> <li>2. The TC will report the intended use of the sub-loop (i.e., voice, ADSL, 2-wire HDSL or 4-wire HDSL) and request any conditioning (i.e., removal of bridge tap or load coils) at the time of order.</li> </ol>

11.1.3 Responsibility of the TC	
A.	The TC is responsible for obtaining any rights of way necessary to implement the provisions of this tariff.
B.	The TC 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 TOPIC, its supporting structure and associated power and any additional tax assessment levied on the Telephone Company as a result of the supporting structure.
C.	The TC must provide and install the TOPIC within 100 feet of the FDI on an easement or right of way obtained by the TC. The TOPIC will comply with industry standards and house the interconnection point between the Telephone Company and TC networks.

**New England Telephone and Telegraph Company**

**11. Unbundled Sub-Loop Arrangement**  
**11.1 General**

11.1.3 Responsibility of the TC	
D.	The TC must provide any trenching or other supporting structure for the portion of the cable that runs beyond the Telephone Company easement at the FDI.
E.	The TC, at its option, may share the TOPIC with other TCs.
F.	The TC will request the cross connection of Telephone Company sub-loops from the Telephone Company. Installation of sub-loops may occur as part of a conversion from Telephone Company retail service or as part of the installation of new service to an end user.
G.	Cross wires within the TOPIC will be run by the TC. The TC will have assignment responsibilities for the pairs in the interconnecting cable.

11.1.4 Responsibility of the Telephone Company	
A.	The Telephone Company will furnish and place an interconnecting cable between the Telephone Company FDI and the TOPIC and install the termination block within the TOPIC.
B.	The Telephone Company will work cooperatively with the TC to provide any supporting structure on the Telephone Company right of way or easement.
C.	The Telephone Company's service responsibility ends at the interconnection point in the TOPIC.

11.1.5 Application of Rates and Charges	
A.	<p><b>TOPIC Interconnection</b></p> <ol style="list-style-type: none"> <li>1. <b>Application Fee</b>—NRC applies per application submitted for USLA/TOPIC interconnection.</li> <li>2. <b>FDI Serving Address Inquiry</b>—Applies per request.</li> <li>3. <b>Preliminary Engineering Records Review</b>—Applies per request.</li> <li>4. <b>TOPIC Interconnection</b>—NRC applies when a TC proceeds with work order for USLA. Charge will be determined on an individual case basis.</li> </ol>
B.	<p>The following NRCs apply.</p> <ol style="list-style-type: none"> <li>1. <b>Service Order Charge</b> (on a standard basis or on an expedited basis, as appropriate)</li> <li>2. <b>Service Connection-Other</b> (on a standard basis or on an expedited basis, as appropriate)</li> <li>3. <b>Service Connection-Central Office Wiring</b> (on a standard basis or on an expedited basis, as appropriate)</li> <li>4. <b>Manual Intervention Surcharge</b> (on a standard basis or on an expedited basis, as appropriate)</li> </ol>

New England Telephone and Telegraph Company

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**11. Unbundled Sub-Loop Arrangement**

**11.1 General**

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<b>11.1.5 Application of Rates and Charges</b>	
<b>C.</b>	Geographically deaveraged monthly rates apply per 2-wire and 4-wire sub-loop.
<b>D. Other Charges</b>	
<b>1.</b>	Engineering Query—NRC applies per 2-wire and 4-wire sub-loop (refer to Part B, Section 5.4.2).
<b>2.</b>	Conditioning Options—NRC applies as appropriate (refer to Part B, Section 5.4.6).

## New England Telephone and Telegraph Company

**12. Line Sharing**  
**12.1 General**

Rates and charges for service explained herein are contained in Part M, Section 2.12.

12.1.1 Description	
<b>A.</b>	A TC may request a line sharing arrangement for nondiscriminatory access to the high frequency portion of an existing copper loop for its own use. The Telephone Company provides and continues to provide analog circuit-switched voice grade services over the same copper loop.
<b>1.</b>	The high frequency portion of a loop is the frequency range above the voiceband on a copper facility that is being used to carry analog circuit-switched voiceband transmissions.
<b>B.</b>	The xDSL technology used by the TC for line sharing may include any version that conforms to the FCC's Code of Federal Regulations (CFR) Part 47, Section 51.230 and applicable ANSI standards.
<b>C.</b>	Access to line sharing is provided through collocation arrangements.

12.1.2 Ordering Service	
<b>A.</b>	<b>Pre-ordering</b> — A loop must first be pre-qualified, as described in Part B, Section 5.4.2, to determine whether the loop meets the technical characteristics of a link able to support an xDSL-based service that conforms to the FCC's CFR Part 47, Section 51.230.
<b>B.</b>	If conditioning is required to make a loop capable of supporting a line sharing arrangement, the Telephone Company will provide digital designed links as described in Part B, Section 5.4.1.
<b>1.</b>	The Telephone Company will condition any requested loop unless such conditioning will significantly degrade, as defined in the FCC's CFR Part 47, Section 51.233, the voiceband service being provided to the Telephone Company's end user customer over that same loop. In such cases, the Telephone Company will either locate another loop that can be conditioned, migrate the voiceband service to that loop and provide the TC with access to the high frequency portion of that loop; or demonstrate to the PUC that the original loop cannot be conditioned without significantly degrading the voiceband services on that loop and that there is no alternative loop available that can be conditioned or to which the customer's voiceband service can be moved, consistent with the FCC's CFR Part 47, Section 51.319(h)(5).
<b>C.</b>	In order for a loop to be eligible for line sharing, the following conditions must be satisfied for the duration of the line sharing arrangement.
<b>1.</b>	The loop must be an xDSL compatible copper loop that is presumed to be acceptable for shared line deployment in accordance with FCC rules.

New England Telephone and Telegraph Company

**12. Line Sharing**  
**12.1 General**

<b>12.1.2 Ordering Service</b>	
<b>C. (Continued)</b>	
2.	The Telephone Company must be providing simultaneous circuit-switched analog voice grade service to the customer served by the loop in question.
3.	The Telephone Company's end user customer's dial tone must originate from a Telephone Company end office switch in the wire center where the line sharing arrangement is being requested.
4.	The xDSL technology to be deployed by the TC on that loop must not significantly degrade, as defined in the FCC's CFR Part 47, Section 51.233, the performance of other services provided on that loop or interfere with the operation of other services in the same or adjacent binder groups.
a.	Binder groups are copper pairs bundled together, generally in groups of 25, 50 or 100.
D.	Splitter arrangements must be installed prior to submitting an order for line sharing (refer to Part E, Section 2.5 or 3.4).

<b>12.1.3 Regulations</b>	
A.	The Telephone Company and the TC will follow agreed upon standards and employ methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.
1.	Where suitable facilities exist, the Telephone Company will perform a pair swap of a loop from fiber to copper on the TC's behalf, provided that such swaps do not impair the service of any third parties involved. The Telephone Company will not be held responsible for any interruption in, or impairments of, service to any party as a result of this activity.
B.	The TC will work cooperatively with the Telephone Company in connection with the Telephone Company's effort to provide highly reliable voice grade local exchange service to its end user customer. Such cooperation will extend to a variety of possible matters, including but not limited to the following examples.
1.	Handling trouble reports
2.	Maintaining voice access to 911/E911
3.	Alarm conditions
4.	Maintaining database accuracy
5.	Dispatch to coordinate access and testing
6.	7 x 24 availability for emergency situations
7.	Notification of service failures

New England Telephone and Telegraph Company**12. Line Sharing****12.1 General**

12.1.3 Regulations	
C.	Technical Specifications—The xDSL technology used by the TC for line sharing arrangements must operate within the power spectral density limits set forth in T1.413.1998 (ADSL), T1.419-200 (Splitterless ADSL) or TR59-1999 (RADSL) and multiple virtual line (a proprietary technology) within the power spectral density limits of T1.601-1998 and within the transmit power spectral density limits of T1.601-1998.
D.	The Telephone Company and the TC will have joint responsibility to educate its end user customer regarding which service provider should be called for problems with their respective voice or advanced data service offerings.
E.	The Telephone Company and the TC will work together to address customer initiated repair requests and to minimize adverse impacts to the customer.
F.	Wideband test access, which provides mechanized line testing, will be available at the TC's option for maintenance purposes after the service order has been completed. The TC will utilize the circuit number to initiate a test.

12.1.4 Responsibility of the TC	
A.	The TC must provide an ANSI approved splitter at the wire center as described in Part E, Section 2.5 or 3.4.
B.	The TC must provide its own DSLAM equipment in a collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters, and/or other equipment necessary for the end user to receive separate voice and advanced data services across the shared loop).
C.	The TC must notify the Telephone Company's voice customer that a disruption of the customer's voice grade service may occur during the provisioning, trouble isolation or repair of the TC's advanced data service over a line sharing arrangement. The TC must obtain concurrence and acknowledgment from the customer.
D.	The TC must provide the Telephone Company with information regarding the type of xDSL technology that it deploys on each shared loop. The TC must notify the Telephone Company of any proposed change in technology on a shared loop in order for the Telephone Company to update loop records and anticipate effects that the change may have on the voice grade service and other loops in the same or adjacent binder groups.
E.	The TC shall attempt to notify the Telephone Company's end user customer prior to initiating any activity such as wiring or testing on a shared loop that may disrupt or interfere with the customer's voice grade service.

New England Telephone and Telegraph Company

**12. Line Sharing**  
**12.1 General**

12.1.5 Repair and Maintenance	
A.	The TC will be responsible for repairing advanced data services it offers over the line sharing arrangement. The Telephone Company will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the loop demarcation point at the end user customer premises and the point of demarcation in the central office.
B.	When the Telephone Company provides inside wire maintenance services to the customer, the Telephone Company will only be responsible for testing and repairing the inside wire for the voice grade services. The Telephone Company will not test, repair, or upgrade inside wire to clear trouble calls associated with the TC's advanced data services.
C.	Before issuing a trouble ticket to the Telephone Company, the TC shall validate whether the customer's trouble arises from the TC's advanced data service. If the trouble is isolated to the analog voice grade service provided by the Telephone Company, a trouble ticket may be issued to the Telephone Company.
D.	<p>If a customer reports a trouble on its voice grade service and the Telephone Company determines the cause arises from the TC's advanced data services equipment, including but not limited to splitter problems or TC activities, the Telephone Company will take the following action.</p> <ol style="list-style-type: none"> <li>1. <b>Step 1</b>—Notify the TC and request to test and correct, if applicable, the trouble on its advanced data service. The Telephone Company will allow the TC a reasonable opportunity to correct the problem.</li> <li>2. <b>Step 2</b>—When the degradation asserted under this section remains unresolved by the TC after a reasonable opportunity to correct the problem and the end user customer's service is degraded such that the end user customer cannot originate or receive voice grade calls or encounters unacceptable transmission, the Telephone Company will advise the PUC that a particular technology deployment is causing the significant degradation, provide specific and verifiable information to support its assertion and request authorization to remove the TC's data service, if necessary to restore the end user's voiceband service.</li> </ol>

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**New England Telephone and Telegraph Company**

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**12. Line Sharing**  
**12.1 General**

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**12.1.5 Repair and Maintenance**

- E.** In the event that the parties dispute the cause or source of a trouble on a line shared loop, the TC may request, and the Telephone Company will agree, to a joint technician meeting at the main distribution frame serving that loop, to perform testing on the loop. This joint meeting will occur within 24 hours of the request being made to the appropriate service center in the Telephone Company. The testing will follow routine procedures for clearing and isolating troubles and will employ hand-held testing devices selected, provided, and operated by the TC. Such testing will involve gaining intrusive access to the line shared loop to be tested (at one or more appearances on the main distribution frame or other distributing frames in the central office upon which the line shared loop appears) and connecting the hand-held testing devices thereto. Within 15 minutes of the meeting time agreed between the parties, the TC shall have permission to begin testing on the main distribution frame.
- 1.** In order for the parties to have a good faith dispute about the cause or source of a trouble on a line shared loop, the parties need only disagree about the cause or source of a trouble on a line shared loop. Nevertheless, to the extent that either party has facilities in place to conduct any other form of testing of the line shared loop, it must present whatever findings it has from that testing to the other party at the time of the meeting at the main distribution frame or within 24 hours thereof.

## New England Telephone and Telegraph Company

## 12. Line Sharing

### 12.2 Application of Rates and Charges

12.2.1 NRCs	
A.	The following NRCs apply as appropriate (refer to Part A, Section 3).
1.	Service Order
2.	Service Connection-Central Office Wiring—A First Link and an Additional Link NRC applies to each link arranged for line sharing on a per termination basis.
3.	Service Connection-Other
4.	Manual Intervention Surcharges (on a standard basis or an expedited basis, as appropriate)
5.	Installation Dispatch Out (on a standard basis or an expedited basis, as appropriate)
6.	Customer Misdirect-In (on a standard basis or an expedited basis, as appropriate)
7.	Customer Misdirect-Out (on a standard basis or an expedited basis, as appropriate)
8.	Customer Not Ready-In
9.	Dispatch Out-Out of Hours
10.	Pair Swap
11.	Joint Meet Testing
B.	Customer Misdirect-In—Applies when the Telephone Company removes a TC's advanced data service pursuant to Section 12.1.5.
12.2.2 Additional Labor Charges	
A.	Additional labor charges include but are not limited to the following examples.
1.	Dispatch Out
12.2.3 Other	
A.	Wideband Test Access Monthly Rate—Applies per line, when the TC elects this option.
B.	xDSL qualified and digital designed link rates and charges, as appropriate, will apply (refer to Part B, Section 5.4).
C.	Splitter arrangement rates and charges will apply (refer to Part E, Section 2.5 or 3.4).

Verizon New England Inc.

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**1. Reserved for Future Use**

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**Verizon New England Inc.**

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**1. Reserved for Future Use**

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Verizon New England Inc.

# 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 and virtual collocation are 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.

1.1.2 Joint Planning and Implementation Intervals	
A.	<p>Physical Collocation—The implementation interval is 76 business days for physical collocation for all standard arrangements which were properly forecast six months prior to the application date. The following standard implementation milestones shall apply to all physical collocation arrangements unless the Telephone Company and the CLEC jointly decide otherwise. The Telephone Company and the CLEC shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. A preliminary schedule shall be developed outlining major milestones. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company.</p> <ol style="list-style-type: none"> <li>1. Day 1—CLEC submits completed application and associated fee.</li> <li>2. Day 10—The Telephone Company notifies CLEC as to whether the request can be accommodated.</li> <li>3. Day 14—CLEC notifies Telephone Company as to whether it intends to proceed with physical collocation arrangement.</li> <li>4. Day 20—The Telephone Company notifies the CLEC regarding the dimensions of the space identified for the CLEC's collocation arrangement and identifies obstructions, if any, in the identified space. In case of SCOPE arrangements, the Telephone Company will inform the CLEC whether its SCOPE bays will be arranged contiguously.</li> <li>5. Day 76—The Telephone Company and the CLEC attend collocation acceptance meeting and the Telephone Company turns over the collocation arrangement to the CLEC.</li> </ol>

Verizon New England Inc.

**1. Collocation**  
**1.1 Description**

1.1.2 Joint Planning and Implementation Intervals	
<b>B.</b>	With respect to physical collocation, the CLEC and the Telephone Company acknowledge that they individually control various interim milestones and must work together 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).
<b>C.</b>	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. The Telephone Company and the CLEC(s) 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.
<b>D.</b>	<p><b>Virtual Collocation</b>—The implementation interval is 105 business days for virtual collocation for all standard arrangement requests which were properly forecast six months prior to the application date subject to the conditions described in forecasting and use of data and collocation capacity following. The following standard implementation milestones shall apply to all virtual collocation arrangements unless the Telephone Company and the CLEC jointly decide otherwise. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority based order. Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC.</p> <ol style="list-style-type: none"> <li>1. <b>Day 1</b>—CLEC submits completed application and associated fee.</li> <li>2. <b>Day 10</b>—The Telephone Company notifies CLEC as to whether the request can be accommodated.</li> <li>3. <b>Day 14</b>—CLEC notifies Telephone Company as to whether it intends to proceed with virtual collocation arrangement.</li> <li>4. <b>Day 30</b>—The Telephone Company notifies the CLEC as to whether it will require training for CLEC equipment.</li> <li>5. <b>Day 66</b>—CLEC delivers equipment and installation training completed.</li> <li>6. <b>Day 95</b>—Remaining training completed.</li> <li>7. <b>Day 105</b>—The Telephone Company and the CLEC conduct a joint acceptance test, and the virtual arrangement is available for the CLEC's use.</li> </ol>
<b>E.</b>	In virtual collocation, the time period that it takes a CLEC to deliver the equipment upon notification to a CLEC that the Telephone Company is able to begin installing CLEC equipment will not be counted towards the provisioning interval. In addition, when the Telephone Company notifies a CLEC that training is required to provision the virtual collocation arrangement, the time period needed for the CLEC to coordinate the training, but not the training itself, will not be counted towards the provisioning interval.

Verizon New England Inc.

# 1. Collocation

## 1.1 Description

1.1.2 Joint Planning and Implementation Intervals	
F.	<p>Raw space conversion timeframes fall outside the normal intervals and are negotiated on an individual case basis based upon negotiations with the site preparation vendor(s). The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.</p> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. The Telephone Company will post a list of all such sites on its web site, and will update the list as additional locations become known.</li> </ol>
G.	<p>Forecast Requests</p> <ol style="list-style-type: none"> <li>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.</li> <li>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).</li> </ol>
H.	<p>Use of Forecasting Data</p> <ol style="list-style-type: none"> <li>1. The Telephone Company will provide the CLECs with aggregated forecasting data. This information will include the central offices requested, the number of virtual and physical applications for each central office, and any previously known space constraints.</li> <li>2. The Telephone Company will also perform initial review 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.</li> <li>3. Unforecasted demand 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 three months prior to the application date, the interval start day may be postponed as follows. Any such interval adjustments will be discussed with the CLEC at the time the application is received. <ol style="list-style-type: none"> <li>a. <b>No Forecast Received</b>—Interval start date commences three months after application date.</li> <li>b. <b>Forecast Received One Month Prior to Application Date</b>—Interval start date commences two months after application date.</li> </ol> </li> </ol>

Verizon New England Inc.

**1. Collocation**  
**1.1 Description**

<b>1.1.2 Joint Planning and Implementation Intervals</b>	
<b>H.3. (Continued)</b>	
<b>c.</b>	<b>Forecast Received Two Months Prior to Application Date</b> —Interval start date commences one month after application date.
<b>d.</b>	<b>Forecast Received Three Months Prior to Application Date</b> —Interval start date commences on the application date.
<b>4.</b>	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.
<b>5.</b>	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.
<b>I.</b>	<b>Telephone Company Collocation Capacity</b> —The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Telephone Company and the CLEC fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the PUC staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.
<b>1.</b>	If the Telephone Company augments its workforce based on forecasts, the CLECs will be held accountable for the accuracy of their forecasts.

Verizon New England Inc.

**1. Collocation**  
**1.1 Description**

1.1.3 Confidential Information	
A.	CLECs are required to keep confidential all information obtained from a central office tour or review of a central office floor plan, including but not limited to the type of equipment within the central office, the location of particular equipment, and any customer names marked on the equipment. The CLEC is not permitted to take photographs during the central office tour. Notes taken and other information obtained as a result of the central office tour or examination of the Telephone Company's written materials shall be kept in confidence, shall not be open to public inspection, and disclosed only to those CLEC employees that have a need to know this information. Information learned by the CLEC as a result of the central office tour, including written materials provided in connection with the tour, may only be used in proceedings before the PUC or the FCC associated with the Telephone Company's provision of collocation in Rhode Island.
1.	Any documents submitted to the PUC or the FCC that use information from the central office tour or related written materials shall be filed under seal. Any examination of witnesses which is likely to include reference to information from the central office tour or related written materials shall be conducted during in camera proceedings, and transcripts of such proceedings shall be sealed.
2.	If any CLEC violates this section, the Telephone Company may file a complaint with the PUC seeking appropriate sanctions.

1.1.4 Access	
A.	CLECs shall have unrestricted access to their designated collocation space and reasonable access to common areas (e.g., restrooms, elevators, etc.) within the Telephone Company's central office in which the CLEC's collocation space is located.

Verizon New England Inc.

**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 anytime the Telephone Company reasonably determines that any CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment does not meet the requirements of these terms and conditions, the CLEC will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the CLEC fails to correct any non-compliance with these standards within 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. <ol style="list-style-type: none"> <li>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.</li> <li>2. The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.</li> <li>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.</li> </ol>

Verizon New England Inc.

**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.	<p>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 equal to 25% of applicable NRCs. 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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>
C.	<p>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.</p> <ol style="list-style-type: none"> <li>1. An engineering record search and review to determine availability of partitioned space, cable space and conduit space.</li> <li>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.</li> <li>3. Administrative activities required to process the application.</li> </ol>

Verizon New England Inc.

**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.	<p>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.</p> <ol style="list-style-type: none"> <li>1. The CLEC's collocation costs cannot be materially increased by the assignment;</li> <li>2. The CLEC's occupation and use of the Telephone Company's central office cannot be materially delayed by the assignment;</li> <li>3. The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and</li> <li>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.</li> </ol>
G.	<p>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.</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>3. The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;</li> <li>4. The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and</li> <li>5. The separated space is comparable, from a technical and engineering standpoint, to non-separated space.</li> </ol>

(N)

(N)

Verizon New England Inc.

**2. Physical Collocation**  
**2.1 General**

2.1.2 Site Survey/Report, Application, Engineering and Administration	
A.	<p>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.</p> <p>1. The site survey/report is not required prior to submission of an application.</p>
B.	<p>Within five business days after receipt of an application, the Telephone Company will review the information and, if the CLEC's application is not sufficient for the Telephone Company to process the request for space, will notify the CLEC, in writing of the deficiencies. The CLEC shall have ten calendar days to correct deficiencies without losing its place in the collocation queue at the requested central office. If the Telephone Company does not receive the necessary information from the CLEC within the ten calendar day period, the Telephone Company shall offer collocation space to the next CLEC, if any, that has filed an application requesting space at the same central office.</p>
C.	<p>Within ten business days after receipt of a completed application for physical collocation, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request. The possible responses are as follows.</p> <p>1. There is space and the Telephone Company will proceed with the arrangement.</p> <p>2. There is no space. Refer to Section 2.4.2.</p>

(X)  
 (C)  
 (C)  
 (X)

Verizon New England Inc.

**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 2.6.

Verizon New England Inc.

**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.
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.
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 qualified Telephone Company representatives in all manhole and vault locations, subject to an escort charge.
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.

Verizon New England Inc.

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

2.2.2 Deployment Requirements	
H.	The Telephone Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (N)
1.	Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Telephone Company at a level equal in quality to that which the Telephone Company obtains within its own network or the Telephone Company provides to any of its affiliates, subsidiaries, or other parties; and
2.	Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities. (N)

Verizon New England Inc.

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

2.2.2 Deployment Requirements		
<b>I.</b>	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.	(N)
<b>J.</b>	The CLEC may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company central office environmental standards. In addition, for those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Telephone Company.	(C)
<b>1.</b>	The CLEC shall not place in its multiplexing node equipment that is designed exclusively for switching or enhanced services and that is not necessary for interconnection.	
<b>K.</b>	A standard Telephone Company central office toll transmission environment is provided for any CLEC equipment deployed in a Telephone Company central office. Requests for additional conditioning will be evaluated on a case by case basis.	(T)
<b>L.</b>	All CLEC equipment to be installed in or on the exterior of Telephone Company central offices must either be on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the appropriate technical specifications. Upon receipt of a collocation request, the Telephone Company will make available at cost any Telephone Company specific documentation required.	(T)
<b>M.</b>	The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements.	(T)
<b>N.</b>	Where the CLEC intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node, roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Telephone Company.	(T)

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

2.2.2 Deployment Requirements	
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.

(X) (T)  
|  
(T)  
|  
(X)

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

2.2.2 Deployment Requirements		
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.	(T)
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.	(T)
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.	(T)

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. <b>Option 1</b> —The Telephone Company will provide the POT bay in a common area located at or near the multiplexing node.

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

<b>2.2.3 Point of Termination</b>	
<b>B. (Continued)</b>	
<b>2.</b>	<b>Option 2—</b> 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.
<b>3.</b>	<b>Option 3—</b> 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.

<b>2.2.4 Minimum Floor Space Requirements/Anti-Warehousing</b>	
<b>A.</b>	The Telephone Company will designate the floor and cable space within each central office which will constitute the multiplexing node.
<b>B.</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.

<b>2.2.5 Safety and Security Measures</b>	
<b>A.</b>	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>B.</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.

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

2.2.5 Safety and Security Measures		
C.	The Telephone Company may require CLEC employees and contractors to use a central or separate entrance to the Telephone Company's central office, provided, however, that where the Telephone Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Telephone Company's affiliates and subsidiaries will be subject to the same restriction.	(N)
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;	
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.	(N)
D.	The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be US citizens where required by law or regulation.	(T)
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.	(T)
F.	The Telephone Company reserves the right to revoke any identification badge and access card of any CLEC employee or agent found in violation of these guidelines.	(T)

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

2.2.5 Safety and Security Measures		
<b>G.</b>	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.	(X) (T)
<b>H.</b>	During the construction phase, the CLEC may schedule one escorted visit to its collocation space, subject to appropriate charges.	(T)
<b>I.</b>	During the installation phase, or for subsequent maintenance, the CLEC or its approved vendor will have access to its multiplexing node and any room or area where the CLEC is installing equipment (i.e., roof tops). The CLEC may be escorted in areas outside its multiplexing collocation node by qualified Telephone Company employees for these occasions, subject to the appropriate charges.	(T)
<b>J.</b>	Where special construction is required, the CLEC will have access at the commencement, middle and end of construction. If additional access is requested, it will be provided to the CLEC subject to the appropriate charges.	(T)
<b>K.</b>	In the event of work stoppages, separate entrances will be established for the CLEC, where possible. When separate entrances are not available, the Telephone Company will provide CLEC employees the same access that it provides to its management employees. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.	(T) (X)

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

2.2.5 Safety and Security Measures	
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. (T)
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. (T)
N.	The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office. (T)
O.	The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe at the CLEC's requested time of entry to the central office at no cost to the CLEC. In those central offices where other security measures are not yet in place, the Telephone Company will, at its discretion, require an escort at no cost to the CLEC. (T)
P.	CLECs will have access to their collocated equipment twenty-four hours a day, seven days a week, without a security escort except as noted in Section 2.2.5N. 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. (T)
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. (T)

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.

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## 2. Physical Collocation

### 2.2 Responsibility of the Telephone Company

2.2.6 Repair and Maintenance	
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. 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).

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.

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**2.2 Responsibility of the Telephone Company**

<b>2.2.7 Damage to the Multiplexing Node</b>	
<b>D.</b>	<p>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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>

<b>2.2.8 Reclamation of Space/Right to Terminate or Rearrange</b>	
<b>A.</b>	<p>The Telephone Company shall have the right, upon six month's notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node transmitter/receiver space, roof space, cable space or conduit in order to fulfill its obligations under state and federal laws and Telephone Company tariffs, to provide telecommunications services to its customers. In the event of such a reclamation, the Telephone Company will reimburse the CLEC for reasonable direct costs in connection with the removal of the CLEC's equipment.</p>

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**2.2 Responsibility of the Telephone Company**

2.2.8 Reclamation of Space/Right to Terminate or Rearrange	
B.	In addition, the Telephone Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Telephone Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Telephone Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Telephone Company shall provide 180 days' written notice prior to such an event, unless the Telephone Company is given a lesser notice by the PUC.
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.