

New England Telephone and Telegraph Company

16. Collocation
16.1 General

Rates and charges for Collocation are contained in Section 30.16.

16.1.1 General	
A.	Availability -Effective May 23, 2002 Collocation is no longer offered under this tariff to new customers or to existing customers at new central office locations. Existing customers may retain collocation at their present location in the same or greater quantities. These customers will be able to augment their power requirements or other aspects of their Collocation arrangement.
B.	The Telephone Company will provide collocation to the following services.
1.	Switched Access Services
a.	FGB, FGD, and FG2A provided with a DS1 or DS3 Entrance Facility
b.	Directory Access Service
2.	Special Access Services
a.	
b.	
c.	Voice Grade (2-wire and 4-wire)
d.	1.544 High Capacity

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16.1.2 Description	
A.	Collocation provides a customer with space and associated requirements such as power and environmental conditioning within a Telephone Company serving wire center.
B.	Collocation is available to a customer solely for the purpose of connecting their fiber optic facilities to their owned and operated transmission equipment within their collocated space.
C.	Customer requests received by the Telephone Company for collocation will be processed by the Telephone Company on a case-by-case basis.
D.	Collocation is subject to the terms, conditions and charges specified in this tariff and to the terms and conditions specified in a contract between the Telephone Company and the customer, known herein by the term agreement. Regulations described throughout this Section are in addition to the terms and conditions specified in the agreement.
1.	The Telephone Company's obligation to provide collocation is contingent upon a signed agreement.
2.	Collocation agreements have a base duration of three years, and are subject to renewal in accordance with the terms and conditions of the agreement.
E.	Collocation is provided by the Telephone Company where suitable serving wire center facilities exist. A listing of serving wire center buildings where the offering is available is contained in Section 16.4.

16. Collocation**16.2 Responsibility of the Telephone Company**

16.2.1 Accommodations	
A.	In those instances where the Telephone Company determines that existing and associated requirements are available to provide collocation, the Telephone Company will permit the customer to occupy between 100 and 300 square feet of Telephone Company owned space with the serving wire center building and make available a path for its fiber optic cable, subject to the terms and conditions set forth in the agreement.
1.	The Telephone Company will notify the customer in writing within a reasonable period of time following receipt of a collocation application, as to the availability of space and associated requirements.
B.	The Telephone Company will arrange for the construction of a secure enclosure around the collocated space. The enclosure will conform with the standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment and will be provided in accordance with the terms and conditions specified in the agreement.
C.	The Telephone Company will administer the customer's designated collocated space under the same regulations as specified in this tariff for a customer premises.
D.	The Telephone Company is not required to purchase additional plant or equipment, relinquish forecasted space or facilities or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a customer's request.
E.	The Telephone Company will extend the customer's fiber optic cable to the cable vault and splice the cable to customer provided fire retardant riser cable and deliver it to the customer's collocated space on a time and materials basis as described in the agreement.
F.	The Point of Termination is as detailed in Section 2.3.4. When special construction of facilities is reasonably required for the provision of collocation, the regulations, rates, charges and liabilities for special construction apply as set forth in DTC MA No. 16.
G.	The Telephone Company will provide DC power to the collocation arrangement as specified by the customer in its collocation application. The customer 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 the customer orders a total of 40 load amps of DC power and an A and B feed, the customer could order 20 load amps on the A feed, and 20 load amps on the B feed. The Telephone Company will permit the customer to order a fuse size at up to 2.5 times the load amps ordered. Thus, the customer could order that each feed be fused at 50 amps if the customer wants one feed to carry the entire load in the event the other feed fails. Accordingly, the customer 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.

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16.2.2 Safety and Technical Standards	
A.	The Telephone Company may at any time for purposes of inspection, access the collocated space by prior notice and may without prior notice access the collocated space for purpose of averting any threat of harm inadvertently imposed by the customer upon the operation of Telephone Company equipment, facilities and/or personnel located outside of the collocated space.

16. Collocation**16.2 Responsibility of the Telephone Company**

16.2.2 Safety and Technical Standards	
B.	The Telephone Company does not assume responsibility for the design, engineering, testing or performance of the customer's equipment or facilities.
C.	The Telephone Company can terminate an agreement before its date of expiration in the event that the customer is not in conformance with the regulations contained within this Section and/or in the event that the customer imposes continued disruption and threat of harm upon the Telephone Company's employees and/or network or its ability to provide service to other customers.

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16.2.3 Inspections	
A.	The customer is responsible for engineering the power consumption in its collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Telephone Company will engineer the power feeds to the collocation arrangement in accordance with industry standards based upon requirements ordered by the customer in its collocation application. Any subsequent orders to increase the DC power load at a collocation arrangement must be submitted on a collocation application. The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by a collocation arrangement. At any time, without written notice, the Telephone Company may measure the DC power drawn at an arrangement by monitoring the Telephone Company's power distribution point. In those instances where the Telephone Company needs access to the collocation arrangement to make these measurements, the Telephone Company will schedule a joint meeting with the customer.
1.	If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
2.	If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment
a.	The Telephone Company will provide the customer with written notification, by certified US mail to the person designated by the customer to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the customer must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the customer that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.
b.	For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

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16. Collocation**16.2 Responsibility of the Telephone Company**

16.2.3 Inspections	(N)
A. (Continued)	
3. If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in A.2.b. preceding, that arrangement is subject to the following treatment a. The Telephone Company will notify the person designated by the customer to receive such notice via telephone or e-mail that the Telephone Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Telephone Company will not wait for the customer or require it to be present during the second inspection b. The Telephone Company will assess the miscellaneous collocation power service charge for performing this inspection. c. The customer may perform its own inspection at the customer's cage. The customer is not required to wait for the Telephone Company or require it to be present during the customer test. Upon request of the customer, the Telephone Company will send a representative to accompany the customer to conduct a joint inspection at the customer cage at no charge to the customer. Nothing herein shall be construed to prohibit the customer from testing at its own cage. The customer will send the results of its own audit measurements to the Telephone Company if they are taken in response to a notice of violation under this section and if the customer's measurements differ from the Telephone Company's d. If the second test also exceeds the applicable buffer zone, the Telephone Company will provide the customer with written notification, within ten (10) business days, by certified U.S. mail to the person designated by the customer to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Telephone Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents e. The Telephone Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the customer that was audited, upon request. The Telephone Company will treat as confidential information the identity of customers that it audits as well as the results of such audits, unless it receives prior written consent of the affected customer to disclose such information. The foregoing does not preclude the Telephone Company from making the notice described in paragraph f. following f. If the customer disagrees with the results of the audit, it will first notify the Telephone Company. The Telephone Company and the customer will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke the Commission's Abbreviated Dispute Resolution Process (ADRP). ADRP can initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the customer has received notice of the second test, in the case of a violation over the buffer zone	(N)

16. Collocation**16.2 Responsibility of the Telephone Company**

16.2.3 Inspections	
A. (Continued)	
g.	With the notification required by subparagraph A.3.d., the Telephone Company will also notify the customer that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The customer must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of the miscellaneous collocation power service charge for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 16.2.3.B.
4.	If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows:
a.	For the first such violation within the same consecutive twelve (12) month period, the customer will be billed the audited load amount for four (4) months. The customer will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The customer must send notice of its payment to the fund to the Telephone Company within ten (10) calendar days of making the payment.
b.	For the second such violation within the same consecutive twelve (12) month period, the customer will be billed the audited load amount for five (5) months. The customer will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The customer must send notice of its payment to the fund to the Telephone Company within ten (10) calendar days of making the payment.
c.	For the third such violation within the same consecutive twelve (12) month period, the customer will be billed the audited load amount for six (6) months. The customer will pay a separate and additional penalty to a fund to be designated by the Commission, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The customer must send notice of its payment to the fund to the Telephone Company within ten (10) calendar days of making the payment.
d.	For more than three (3) violations within the same consecutive twelve (12) month period, the Telephone Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the fund to be designated by the Commission.
e.	The Telephone Company will notify the customer that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the fund to be designated by the Commission, under the provisions set forth preceding. The Telephone Company will provide a copy of the customer notification to the DTC, under seal.

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Verizon New England Inc.

16. Collocation**16.2 Responsibility of the Telephone Company**

16.2.3 Inspections	
A. (Continued)	
5.	At the conclusion of any ADRP proceeding in which the Telephone Company receives a favorable ruling, the above penalties (including the revised billing) will be self-executing. The Telephone Company will notify the DTC of the violation as describe in 4e., but no DTC action or approval is needed to begin the revised billing and for the separate and additional penalty to be paid to the fund to be designated by the Commission
6.	If the customer has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Telephone Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4e. preceding
B.	Scheduled Attestations —Annually, the customer must submit a written statement signed by a responsible officer of the company which attests that it is not exceeding the total load of power as ordered on the collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the customer's completed collocation arrangements provided by the Telephone Company in Massachusetts. If the customer fails to submit this written statement by the last day in June, the Telephone Company will notify the customer in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each collocation arrangement to be increased to the total number of amps fused.

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16. Collocation
16.3 Responsibility of the Customer

16.3.1 Requesting Collocation	
A.	Customers must request collocation through their Telephone Company point of contact.
1.	The point of contact will provide the customer a Collocation Application (CA) through which they must convey their requirements for space and associated requirements such as power and environmental conditioning, and any other matters of a special nature pertaining to customer occupancy.
B.	If space is unavailable or a customer withdraws its request, the customer is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the customer.

16.3.2 Moves	
A.	In the event that the Telephone Company determines it necessary for the customer to move its collocated space, the customer is required to do so under the following conditions and in accordance with the terms and conditions of the agreement.
1.	A move within the serving wire center whereby the Telephone Company is responsible for the costs associated with the removal, transport and reinstallation of the customer's equipment.
2.	A move to another serving wire center whereby the Telephone Company is responsible for the costs associated with the removal, transport and reinstallation of the customer's equipment.
B.	In the event that the customer requests that their collocation arrangement be moved elsewhere, the Telephone Company will permit the customer to relocate its collocated space, subject to the availability of space and associated requirements under the following conditions and in accordance with the terms and conditions of the agreement.
1.	A move within the serving wire center whereby the customer will move their present collocation arrangement and become responsible for all costs associated with the removal, transport and reinstallation of their customer equipment and the preparation of new collocated space at the new location.
2.	A move to another serving wire center whereby the customer will move their present collocation arrangement and become responsible for all costs associated with the removal, transport and reinstallation of their customer equipment and the preparation of new collocated space at the new location.

16.3.3 Safety and Technical Standards	
A.	Customer facilities and equipment located in a Telephone Company serving wire center building pursuant to this tariff will meet the technical standards and safety requirements as specified by the Telephone Company.

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16. Collocation**16.3 Responsibility of the Customer**

16.3.3 Safety and Technical Standards

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| B. | In the event of a Telephone Company work stoppage, the customer's employees, authorized agents and contractors will comply with the emergency operating procedures established by the Telephone Company. |
| C. | The customer's employees, authorized agents and contractors will comply with Telephone Company policies and practices pertaining to safety and security and with all terms and conditions relating thereto as may be set forth in the agreement. |

16.3.4 Placement and Removal of Facilities and Equipment

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| A. | The customer will bring its fiber optic cable to the serving wire center manhole and leave sufficient cable length in order for the Telephone Company to be able to fully extend such cable through to the vault. |
| B. | Upon the day of expiration of the agreement, the customer will disconnect and remove its equipment from its collocated space up to the point of termination and from all other areas identified as common between the customer and the Telephone Company. |

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16. Collocation
16.4 Serving Wire Centers

16.4.1 Eastern LATA	
A.	Collocation will be provided by the Telephone Company where suitable space and associated requirements exist, at the following serving wire centers
1.	Andover
2.	Attleboro
3.	Bedford
4.	Brookline
5.	Billerica
6.	Braintree
7.	Brockton
8.	Boston/Central
a.	Belvidere Street
b.	Bowdoin Square
c.	Franklin Street
d.	Harrison Avenue
9.	Burlington
10.	Cambridge
a.	Bent Street
b.	Ware Street
11.	Canton
12.	Dedham
13.	Dorchester
14.	East Boston
15.	Easton
16.	Fall River
17.	Framingham
18.	Greendale
19.	Hingham
20.	Lowell
21.	Lawrence
22.	Lexington

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16. Collocation
16.4 Serving Wire Centers

16.4.1 Eastern LATA	
A. (Continued)	
23.	Lynn
24.	Malden
25.	Mansfield
26.	Marlboro
27.	Maynard
28.	Natick
29.	Newton
30.	Peabody
31.	Quincy
32.	Rockland
33.	Roxbury
34.	Somerville
35.	Wakefield
36.	Waltham
a.	Spring Street
b.	West Street
37.	Wilmington
38.	Wellesley
39.	Winchester
40.	Worcester
a.	Chestnut Street

16.4.2 Western LATA	
A.	Collocation will be provided by the Telephone Company where suitable space and associated requirements exist, at the following serving wire centers.
1.	Agawam
2.	Amherst
a.	Fearing Street
b.	Prospect Street

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16. Collocation
16.4 Serving Wire Centers

16.4.2 Western LATA	
A.	(Continued)
3.	East Longmeadow
4.	Greenfield
5.	Holyoke
6.	Longmeadow
7.	Ludlow
8.	Northampton
9.	Palmer
10.	Springfield
11.	Wilbraham
12.	Westfield

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Robert Mudge
Vice President-MA

16. Collocation**16.5 Application of Rates and Charges**

16.5.1 Space and Facilities	
A.	The customer is subject to nonrecurring and/or recurring charges for use of Telephone Company owned space and facilities and for the provisioning of customer provided facilities within the serving wire center building.
B.	The customer is responsible for the payment of annual rates on a monthly basis.
1.	The Telephone Company will bill the customer one-twelfth of the annual rate each month.

16.5.2 Other Services	
A.	Telephone Company service purchased by the customer is subject to appropriate monthly rates, NRCs and other applicable charges and regulations as stated in this tariff, unless otherwise specified in this section.

16.5.3 Miscellaneous Collocation Power Service Charge	
A.	Whenever the Telephone Company is required to perform work on a collocation arrangement as a result of a customer's order for a reduction in power requirements (e.g., change in fuse size), the Telephone Company will assess the Miscellaneous Collocation Power Service Charge NRC. The NRC is specified under Section 30.16.1 of this tariff. If a customer orders a power reduction prior to June 22, 2002, where only a change in the fuse size is necessary, the Telephone Company will waive this NRC. This rate will also apply when the Telephone Company performs power inspections revealing a violation.
B.	If a customer orders a change in the power configuration requiring new – 48V DC power feeds to the collation arrangement, the Telephone Company will assess the Miscellaneous Collocation Power Service Charge NRC. In addition, if a customer's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Telephone Company will assess the NRC. The Telephone Company will work cooperatively with the customer to configure the new power distribution center and disconnect the old ones.
1.	The NRC applies for the first half-hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is in Section 30.16.4 of this Tariff.

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