

Verizon New England Inc.

2. General Regulations

2.1 Application of Tariff

2.1.1 Scope		
A.	This tariff contains regulations, rates, charges, and liabilities applicable for the special construction of facilities provided by Verizon New England Inc., hereinafter referred to as the Telephone Company, which are used to provide access for intrastate interLATA services as offered under DTC MA No. 15.	(T)
B.	When special construction of facilities is required, the provisions of this tariff apply in addition to all regulations, rates, and charges set forth in DTC MA No. 15.	(T)
C.	Special construction is required under the following circumstances.	
1.	When suitable facilities are not available to meet an order for service.	
2.	When the Telephone Company constructs facilities.	
3.	When one or more of the following conditions exist:	
a.	The Telephone Company has no other requirement for the facilities requested.	
b.	It is requested that service be furnished using a type of facility, or via a route, other than that which the Telephone Company would normally utilize in furnishing the requested service.	
c.	More facilities are requested than would normally be required to satisfy an order.	
d.	It is requested that construction be expedited, resulting in added cost to the Telephone Company.	
2.1.2 Filing of Charges		
A.	Rates, charges, and liabilities for special construction to provide facilities for use for one month or more are filed in Sections 4 and 5. Rates, charges, and liabilities for the construction of facilities for use for less than one month are filed in addenda to this tariff.	
2.1.3 Special Construction Involving Both Interstate and Intrastate InterLATA Facilities		
A.	When special construction involves facilities to be used to provide both interstate and intrastate interLATA services, charges for the portion of the construction used to provide interstate service shall be in accordance with Verizon Tariff FCC No. 21 or its Telephone Company successor. Charges for the portion of the construction used to provide intrastate interLATA service shall be in accordance with this tariff.	(T)

Verizon New England Inc.

2. General Regulations
2.2 Responsibility of the Telephone Company

2.2.1 Ownership of Facilities

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| A. | The Telephone Company retains ownership of all specially constructed facilities. |
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2.2.2 Interval to Provide Facilities

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| A. | Based on available information and the type of service ordered, the Telephone Company will establish a completion date for the specially constructed facilities. |
| 1. | Although the Telephone Company will make every reasonable effort to ensure that the date is met, shortage of material, personnel or other factors may lengthen the installation interval. |
| 2. | The Telephone Company does not guarantee that the facilities will be available on the scheduled date and assumes no liability other than that specified in the appropriate service tariff if that date is missed. |
| 3. | If the scheduled completion date cannot be met, the party ordering the special construction will be notified and a new completion date will be established. |

Verizon New England Inc.

2. General Regulations
2.3 Payments for Special Construction**2.3.1 Payments of Charges**

- A.** All bills are due in accordance with the appropriate regulations in DTC MA No. 15.

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2.3.2 Start/End of Billing

- A.** Billing of recurring charges for specially constructed facilities starts on the day after the facilities are provided. Billing accrues through and includes the day that the specially constructed facilities are discontinued. Recurring charges will be billed in accordance with the appropriate regulations in DTC MA No. 15.

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2.3.3 Partial Payments

- A.** To safeguard its interests during construction, the Telephone Company may require a partial payment(s) for the portion of the estimated cost of the special construction for which an NRC will apply. Partial payments may be requested as costs are incurred and will be credited against the total bill. Partial payments may not exceed the total NRC for the special construction.
- 1.** If any partial payment is not received by the Telephone Company by the end of the first working day of the next month, the Telephone Company will cease all work on the special construction case and cancellation charges will apply.

2. General Regulations

2.4 Liabilities and Charges for Special Construction

2.4.1 General
A. Section 2.4 describes the various charges and liabilities that may apply when the Telephone Company provides special construction of facilities in accordance with an order for service. Written approval of all liabilities and charges must be provided to the Telephone Company prior to the start of construction.
2.4.2 Development of Liabilities and Charges
A. Special construction charges and liabilities will be developed based on estimated costs, except when actual costs are requested in writing prior to the start of special construction. In order to meet a scheduled service date when actual costs are requested, an initial special construction filing may be made based on estimated costs. Such a filing will be revised when actual costs are available.
2.4.3 Types of Liabilities and Charges
A. Depending on the specifics associated with each individual case, one or more of the special construction charges and/or liabilities described herein may be applicable.
B. Quotation Charge— An NRC for the preparation of a quotation applies whenever an estimate for special construction charges and liabilities is requested. The charge includes the costs associated with the development and preparation of the quotation. The quotation is valid for 90 days and identifies all rates, charges and liabilities associated with the provision of the facilities required to satisfy a service request. Within this 90-day period, if the service is ordered as quoted and service is subsequently provided, the quotation charge will be credited to the appropriate account. If a request for a quotation is cancelled prior to its completion, a bill will be rendered for the costs incurred for quotation preparation through the cancellation date. 1. The payment of a quotation charge does not assign, confer, or transfer title or ownership rights of proposals or facilities designed or furnished by the Telephone Company. Title and ownership rights for any item remains with the Telephone Company, except as specifically provided by a written agreement between all parties.
C. NRCs always apply and include one or more of the following components. 1. Case Preparation Charge— An NRC always includes a case preparation charge component to cover the administrative expenses associated with preparing a special construction case and the associated tariff filing. 2. Expediting Charge— An NRC may include an expediting charge when it is requested that special construction be completed on an expedited basis. The charge equals the difference in estimated cost between expedited and nonexpedited construction.

2. General Regulations**2.4 Liabilities and Charges for Special Construction**

2.4.3 Types of Liabilities and Charges	
C. (Continued)	
3.	Optional Payment— An optional payment charge may be included in the NRC in association with a type of facility or route other than that which the Telephone Company would normally use in furnishing the requested service if lower recurring monthly charges are desired for the specially constructed facilities. This charge is equal to the excess installed cost or the total nonrecoverable cost, whichever is less. This election must be made in writing before special construction starts. If this election is coupled with the actual cost option, the optional payment charge will reflect the actual cost of the specially constructed facilities.
4.	Replacement Charge— If any portion of specially constructed facilities for which an optional payment charge has been paid requires replacement involving capital investment, a replacement charge will apply. This charge will be in the same ratio to the total replacement cost as the initial optional payment charge was to the installed cost of the original specially constructed facilities. If any portion of the facilities subject to the replacement charge fails, service will not be restored until notification is provided in writing that replacement is required and such replacement is ordered.
5.	Rearrangement Charge— If the Telephone Company is requested to rearrange existing specially constructed facilities, an NRC component equal to the cost of rearrangement will apply.
6.	Special Construction of Facilities for Use for Less than One Month— When the Telephone Company is requested to construct facilities to provide service for less than one month, an NRC only applies. In addition to the case preparation charge component, this NRC recovers all elements of cost, including engineering, shipping of equipment, equipment installation, line-up, equipment leasing, space rental, equipment removal, and any other costs associated with the construction of the facilities.
D.	Maximum Termination Liability and Termination Charge
1.	A maximum termination liability is equal to the nonrecoverable costs associated with specially constructed facilities and is the maximum amount which could be applied as a termination charge if all specially constructed facilities were discontinued before the maximum termination liability expires. The liability period is equal to the average life of the account associated with the specially constructed facilities, except in the case of the Federal Government. The liability period is generally expressed in terms of an effective and expiration date.

2. General Regulations**2.4 Liabilities and Charges for Special Construction**

2.4.3 Types of Liabilities and Charges	
D. (Continued)	
2.	A termination charge may apply when all services using specially constructed facilities which have a tariffed maximum termination liability are discontinued prior to the expiration of the liability period. The charge reflects the unamortized portion of the nonrecoverable costs at the time of termination, adjusted for net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. A termination charge may never exceed the filed maximum termination liability.
E.	Annual Underutilization Liability and Underutilization Charge
1.	Annual underutilization liability is a per unit amount which is based on the per unit cost of specially constructed facilities. The liability remains in effect until the expiration of the maximum termination liability period or until the special construction case is discontinued and all termination liabilities associated with the case are discharged.
2.	An underutilization charge may be applicable after the expiration of the minimum period as set forth in DTC MA No. 15 depending on the quantity of specially constructed facilities in service. No underutilization charges are computed or billed until one year after the minimum period expires. At that time, an underutilization charge applies to the difference, if any, between the original number of specially constructed facilities and the number of facilities in service at filed tariff rates. The underutilization charge applies from the date the minimum period expires and annually thereafter. For purposes of determining an underutilization charge, any facilities subject to minimum period monthly charges are considered to be in service at filed tariff rates.
F.	Recurring Monthly Charges
1.	Excess Capacity Charge— A recurring monthly excess capacity charge applies when more facilities are requested and subsequently specially constructed than are required to satisfy an order for service. The charge is based on the estimated cost difference between the facilities constructed and the facilities which would normally be required to meet the order for service. Charges apply until there are sufficient services to warrant the facilities which were originally constructed.
2.	Charge for Route or Type Other Than Normal— When special construction is requested using a route or type of facility other than that which the Telephone Company would normally use, a recurring monthly charge, in addition to the monthly rates for service, is applicable. The charge is equal to the difference between the recurring costs of the specially constructed facilities and the recurring costs of the facilities the Telephone Company would have normally used.
a.	When an optional payment charge has been elected, the recurring monthly charge will be reduced to include specially constructed facility operating expenses only.

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Verizon New England Inc.

2. General Regulations**2.4 Liabilities and Charges for Special Construction**

2.4.3 Types of Liabilities and Charges	
F.2 (Continued)	
b.	If the actual cost option has been elected, the recurring charge will be adjusted to reflect the actual cost of the new construction when the costs have been determined. This adjusted recurring charge is applicable from the start of service.
G.	Lease Charge— This charge applies when the Telephone Company leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to the Telephone Company caused by the lease.
H.	Cancellation Charge— If a service order with which special construction is associated is cancelled prior to the start of service, a cancellation charge will apply. The charge will include all nonrecoverable costs incurred by the Telephone Company in association with the special construction up to and including the time of cancellation.

Verizon New England Inc.

2. General Regulations

2.5 Deferral of Start of Service

2.5.1 General

- A. The Telephone Company may be requested to defer the start of service which will use specially constructed facilities subject to the provisions set forth in the service tariff under which service is being provided. Requests for special construction deferral must be in writing and are subject to regulations contained in Section 2.5.

2.5.2 Construction Has Not Begun

- A. If the Telephone Company has not incurred any installation costs before receiving a request for deferral, the quotation charge applies. The original quotation is subject to Telephone Company review at the time of reinstatement to determine if the original charge estimates are still valid. An additional quotation charge will, therefore, apply. Any change in liabilities and charges requires concurrence in writing.

2.5.3 Construction Has Begun

- A. If the construction of facilities has begun before the Telephone Company receives a request for deferral, charges will vary as follows.
1. **All Services are Deferred—** When all services which will use specially constructed facilities are deferred, a charge based on the costs incurred by the Telephone Company during each month of the deferral will apply. Those costs include the recurring costs for that portion of the facilities already completed and any other costs associated with the deferral. The quotation charge and cost of any components of the NRC which have been completed at the time of deferral will also apply.
 2. **Some Services are Deferred—** When some services which will use specially constructed facilities are deferred, the construction case will be completed and all special construction charges will apply.

2.5.4 Construction Complete

- A. If the construction of facilities has been completed before the Telephone Company receives a request for deferral, all special construction charges will apply.