STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION

IN RE: VERIZON RHODE ISLAND	:	
COLLOCATION ARRANGMENTS	:	
AND TARIFF PROVISIONS	:	DOCKET NO. 2937

REPORT AND ORDER

I. BACKGROUND

On May 28, 1999, Verizon Rhode Island[1] ("Verizon RI") filed with the Public Utilities Commission ("Commission") Tariff No. 18, which contained proposed terms and conditions for competitive local exchange carriers ("CLECs") to collocate their equipment in Verizon RI's central offices and other facilities to interconnect with Verizon RI's network and to access unbundled network elements pursuant to the requirements of the Telecommunications Act of 1996 ("Act").[2] In its tariff filing, Verizon RI represented that the proposed tariff complies with the Act and the Federal Communications Commission's ("FCC's") rules set forth in the Advanced Services Order ("ASO") and the First Report and Order in CC Docket No. 98-147 regarding *Deployment of Wireline Services Offering Advanced Telecommunications Capability,* FCC 99-48 (rel. March 31, 1999).

Motions to intervene were received from AT&T Communications of New England, Inc. ("AT&T") on June 14, 1999; Sprint Communications Company L.P. ("Sprint") on November 10, 1999; and Cox Rhode Island Telecom, Inc. ("Cox") on April 13, 2000. The Commission granted all of the motions. Direct Testimony addressing

[1] At the time of the initial filing in this docket, Verizon RI was doing business as Bell Atlantic-Rhode Island.

[2] 47 U.S.C. §251(c)(6).

On May 31, 2000, Verizon RI filed revisions to its proposed Tariff No. 18. Included in this filing were new cost studies for Virtual Collocation that contained Rhode Island specific rates (Part E) and cost studies for rate elements that were previously identified as "to be determined" or "TBD" in the original tariff filed on May 28, 1999. The May 31, 2000 Filing also contained a new offering, Collocation at Remote Terminal Equipment Enclosures ("CRTEE"), which Verizon RI filed pursuant to the FCC's *Third Report and Order and Fourth Further Notice of Proposed Rulemaking,* CC Docket No. 96-98 (rel. November 5, 1999) and its *Supplemental (N) Order* (rel. November 24, 1999). As mandated by the FCC, the new offering allows CLECs to physically or virtually collocate at Verizon RI's remote terminals.

On June 22, 2000, the Division filed comments on the revised version of Tariff No. 18. *See Letter from Paul Roberti to Luly E. Massaro* dated June 22, 2000. On July 25, 2000, Verizon RI filed its response addressing the issues raised in the Division's June 22nd Letter. *See Letter from Keefe B. Clemons to Luly E. Massaro* dated July 25, 2000.

On July 21, 2000, Sprint filed additional testimony addressing the terms and conditions of collocation proposed by Verizon RI and raised a number of concerns regarding Verizon RI's proposed Tariff No. 18. *See Responsive Testimony of Michael D. West* dated July 21, 2000. On August 2, 2000, Verizon RI filed additional rebuttal testimony addressing the issues raised by Sprint in its July 21, 2000 testimony.

Following public notice, the Commission conducted a public hearing regarding Tariff No. 18 on September 8, 2000 at the offices of the Commission, 100 Orange Street, Providence, Rhode Island. The following appearances were entered:

FOR VERIZON RI: Keefe B. Clemons, Esq.

Verizon RI's proposed tariff was filed by Sprint Communications[3] and AT&T[4] on November 24, 1999.[5] Verizon RI filed its rebuttal testimony on February 29, 2000.[6]

On March 1, 2000, the Rhode Island Division of Public Utilities and Carriers ("Division"), a necessary party, filed a letter setting forth its positions on the proposed tariff and suggesting a number of revisions.[7] On March 8, 2000, the Division issued data requests to Verizon RI seeking information regarding the methodology and workpapers Verizon RI used to calculate the DC power rates contained in its proposed tariff FCC Tariff No. 11, which are lower than the DC power rates contained in its proposed Tariff No. 18. Verizon RI responded to the Division's data requests on March 28, 2000.[8]

On April 11, 2000 the Division filed a follow-up letter regarding differences in the rates for DC power in proposed Tariff No. 18 and in FCC Tariff No. 11. *See Letter from Leo Wold to Luly Massaro* dated April 11, 2000. The Division concluded that, based on its review of the information provided by Verizon RI, the fully distributed cost methodology used in 1993 to develop the DC power rates in Verizon RI's FCC Tariff No. 11 was "outdated," inconsistent with the FCC's TELRIC methodology, and should not be considered by the Commission in setting the price for DC power in this docket. *See id.* at 2.

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[3] Direct Testimony of Michael D. West dated November 23, 1999.
[4] Direct Testimony of Denise Henderson dated November 24, 1999.
[5] Conversent Communications did not formally intervene in this proceeding. However, by letter Conversent expressed several concerns regarding Verizon RI's proposed collocation tariff, most notably the concern that Verizon RI's proposed DC power costs are too high. *See* Letter from Scott Sawyer to Luly Massaro dated November 22, 1999.
[6] Rebuttal Testimony of Amy Stern dated March 1 (sic), 2000.
[7] Letter from Paul Roberti to Luly Massaro dated March 1, 2000.
[8] Verizon RI noted that in contrast to the fully distributed cost methodology employed in calculating the DC power rates in FCC Tariff No. 11, the DC power costs contained in Tariff No. 18 are calculated using the forward-looking TELRIC methodology mandated by the FCC.

FOR THE DIVISION:	Paul J. Roberti, Esq. Assistant Attorney General
FOR AT&T:	Mary Burgess, Esq.
FOR SPRINT:	Craig L. Eaton, Esq.
FOR THE COMMISSION:	Adrienne G. Southgate General Counsel

At the hearing, the participating parties reported that they had reached an agreement regarding nearly all of the disputed issues concerning Tariff No. 18. Tr. 9/8/66, at pp. 6-14. Counsel for the participating parties outlined the substance of their agreement and indicated that they would memorialize the agreement in a joint stipulation to be filed with the Commission. The parties also indicated that there were several issues that had been raised during the proceedings that they were unable to resolve in the settlement. *Id.* The Commission heard testimony at the hearing with regards to the issues that remained in dispute. *Id.* At the conclusion of the hearing, the Commission directed parties to submit post-hearing briefs on the outstanding disputed issues.

On September 26, 2000, Sprint filed a brief addressing the unresolved issues. *See Brief of Sprint Communications, L.P.* dated (September 26, 2000) ("Sprint Brief"). By letter dated September 27, 2000, Sprint filed an "Addendum" to its brief. *See Letter from Craig L. Eaton to Luly Massaro re Docket No. 2937-Addendum to Brief of Sprint Communications Company, L.P.* dated September 27, 2000 and attached memorandum. Sprint's "Addendum" set forth an estimate of the costs of DC power Sprint anticipates it will incur under Tariff No. 18 in connection with collocation equipment that Sprint plans to install in collocation arrangements in Rhode Island. *See id.* By letter dated October 6, 2000, Sprint filed a further "update" to that Addendum.

Also on October 6, 2000, Conversent filed a letter in support of the arguments advanced by Sprint in its brief. *See Letter from Scott Sawyer to Luly Massaro* dated October 6, 2000. In particular, Conversent expressed its support for Sprint's arguments in opposition to the terms of Tariff No. 18 relating to DC power.

On October 31, 2000, the parties who attended the hearing on September 8, 2001, filed a Joint Stipulation[9] concerning the issues that had been resolved regarding Tariff No. 18. No party to this proceeding contested the Joint Stipulation. On this same date, Verizon RI filed its response to Sprint's Brief, Addendum, and "update" and to Conversent's October 6, 2000 letter. *See Reply Comments of Verizon Rhode Island* dated October 31, 2000 (*"Verizon Brief"*).

The Commission considered the Joint Stipulation as well as the outstanding disputed issues at an open meeting held on November 9, 2000.

II. COMMISSION FINDINGS

A. Joint Stipulation

The majority of disputed issues concerning Tariff No. 18 raised in the written testimony and submissions of the parties in this proceeding have been resolved in the Joint Stipulation. While not every participant in this proceeding was a signatory to the Joint Stipulation, no party opposed it. Based on our review of the evidence presented, we hereby approve the Joint Stipulation as just and reasonable and in the best interest of the ratepayers.

[9] A copy of the Joint Stipulation is attached hereto as Appendix A and incorporated by reference herein.

B. Remaining Issues

1. Space Allocation Issues

As previously noted, while Sprint was a party to the Joint Stipulation, it also raised several additional claims that were not addressed by the Joint Stipulation.

Sprint expressed a concern regarding Verizon RI's proposed space reservation policy and argued that the tariff violates the FCC's requirement that a ILEC not reserve space for itself on more favorable terms than for CLECs. *See Sprint Brief* at 5. Sprint also argued that the applicable FCC regulation, 47 C.F.R. § 51.323(k)(2), requires that an ILEC's "unused space" be made available for collocation and that Tariff No. 18 should be revised to include language to this effect. *See Sprint Brief* (September 26, 2000), at 2-3.

In its Brief, Verizon RI indicates that it will allow space reservation in accordance with the Act's nondiscrimination requirement. *See Verizon Brief* at 6. *See also* Tr. 9/8/00, at pp. 39-40. Verizon RI argues that Sprint has misinterpreted the language of Tariff No. 18. *See id.* According to Verizon RI, Sprint is correct that in Tariff No. 18 Verizon RI expressly "reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned within three years as its primary use." *See id. See also* Tariff No. 18, Part E, Section 2.2.2.C. However, Verizon RI asserts that this language represents a compromise on Verizon RI's part because there are instances in which its planning horizon for central office facilities may be even longer. *See id. See also* Tr. 9/8/00, at p. 37.

Verizon RI also submits that Sprint is wrong when it suggests that this provision is discriminatory when compared to Section 2.2.4(B) of the Compliance Tariff, which

allows a CLEC to reserve space until such time as Verizon requires the space. *See Sprint Brief* at 6. *See also* Tariff, Part E, Section 2.2.4(B). Verizon RI argues that it is not similarly situated to Sprint and other CLECs with respect to the use of space in its central offices. *See Verizon Brief* at 7. Specifically, Verizon RI asserts that its has universal service obligations, which CLECs do not have, and it must manage its central office space not only for its own requirements but also for existing and potential future collocators. Verizon RI concludes that the space reservation policy contained in the Tariff No. 18 is reasonable in light of these significant differences. *Verizon Brief* at 7.

Verizon contends that the reasonableness of the tariff language is even more apparent when one considers that Part E, Section 2.2.4(B) of Tariff No. 18 potentially allows a CLEC to reserve space (without using it or paying for it) in Verizon RI's central offices *indefinitely*. *See id.* This provision is subject only to Verizon RI's need for the reserved space for other legitimate uses, such as the need to provide the space to another CLEC where space in the central office would otherwise be unavailable. *See id.* Moreover, even in these instances, Verizon RI points out that the CLEC would have an opportunity to retain the space if the CLEC submits a collocation application and pays for it. These terms are arguably more favorable to CLECs than to Verizon RI, which remains obligated at all times to pay for any unused space in its central offices, including space it has reserved for future use. *Id.* at 8. Furthermore, should a situation arise in which space for collocation is not available in a central office due to space reserved by Verizon RI, the Commission would have an opportunity to examine the appropriateness of Verizon RI's reservation of space in connection with its consideration of Verizon RI's

Exemption. Therefore, Verizon RI contends, Sprint's concerns with respect to this issue are unfounded.

Verizon RI further argues that the revisions proposed by Sprint are "completely unnecessary" because Tariff No. 18 is consistent with the Act and the scope of Verizon RI's collocation obligations is clearly set forth in the Act and applicable FCC rulings. *See Verizon Brief* at 8. Verizon RI notes that in the course of the hearing addressing Tariff No. 18, "Sprint itself acknowledged that it is Verizon's practice to make available all unused space at its central offices." *Id. See also* Tr. 9/8/00, at pp. 105-06.

The Commission finds Verizon RI's arguments persuasive and agrees that the revisions to Tariff No. 18 proposed by Sprint are unnecessary. The process described in Tariff No. 18 for ordering collocation provides that space available for collocation will be determined on a case-by-case basis. Testimony in this proceeding indicates, and no party has disputed, that Verizon RI currently provides space for collocation in its central offices in accordance with its obligations under the Act. *See* Tr. 9/8/00, at pp. 39-40, 105-06. The Commission expects that Verizon RI will continue to do so.

The reservation provisions of the tariff also reflect the fact that Verizon RI and CLECs are not similarly situated in terms of their space requirements. Verizon RI has universal service obligations that CLECs do not have. Therefore, unlike CLECs, Verizon RI does not have the option to refuse to provide service to customers but must make plans to serve all customers. In addition, Verizon RI must plan space not only for its own service needs but must also take into account potential needs of collocating carriers. As the Massachusetts Department of Telecommunications and Carriers ("Mass DTE") recently recognized:

> [T]he FCC imposes duties upon ILECs pertaining to space planning. Specifically, the FCC requires that ILECs 'should be required to take collocator demand into account when renovating existing facilities and constructing or leasing new facilities, just as they consider demand for other services when undertaking such projects.' Local Competition Order at ¶ 585. *Accordingly, in addition to projecting its own customers' needs, [Verizon] must consider its competitors' needs in future growth, including space planning, whereas no reciprocal obligation falls upon a CLEC when projecting its future growth plans (citation omitted).* (emphasis added).

Order, DTE 98-57 (March 24, 2000) at pp. 45-46. In summary,

> [Verizon's] needs in terms of space reservation incorporate broader interests than a CLEC reserving space for itself since [Verizon] must consider universal service obligations as well as growth of the network infrastructure to accommodate both [Verizon] and CLEC needs.

Id. at p. 46.

We conclude that the tariff proposed by Verizon RI gives CLECs the ability to reserve space, subject to the reasonable requirements of Verizon RI and other CLECs.

It is also significant that this Commission has the authority to examine any claim by Verizon RI that space is unavailable for collocation in a central office. Should Verizon RI deny a CLEC's request for collocation space, Verizon RI is required to file a Petition for Exemption with the Commission and provide relevant information supporting its claim that space for collocation is no longer available in a particular central office. This process provides reasonable assurances to the Commission that Verizon RI will make space in its central offices available in accordance with the Act.

2. Informational Requirements Regarding Space Exhaustion

Sprint also argued in its brief that when Verizon RI denies space for collocation it should *automatically* be required to disclose additional detailed information to the Commission and the affected CLECs. *See Sprint Brief.* at 3-4; Responsive Testimony of Michael D. West (July 21, 2000), at 4-5. The Commission is not persuaded that requiring the *automatic* disclosure of the specified additional information is necessary in every case.

Verizon RI's process for determining whether Verizon's space is exhausted is thorough. Upon determining that no additional space is available for collocation in a particular central office, Verizon RI must notify CLECs of this fact *via* Verizon RI's website. Within ten business days, Verizon RI must grant to the Commission and CLECs the opportunity to tour that central office. Tr. 9/8/00, at p. 27. In connection with its filing for an exemption from the Commission, Verizon RI has agreed to automatically file a floor plan with the Commission that reflects current conditions in the central office in question, and must also file other information supporting its claim that no space for collation is available.. Tr. 9/8/00, at p. 74. The floor plan will be available to CLECs during the tour, subject to confidentiality provisions set forth in the Joint Stipulation. This information and the tour itself should in most instances provide the Commission and CLECs with sufficient information to determine whether the exemption requested by Verizon RI is reasonable. Moreover, the Commission has the authority to require Verizon RI to submit such additional information as the Commission deems necessary to its review of a request for exemption. To the extent interested parties seek additional

information regarding the space in the affected central office, they may obtain that information pursuant to the Commission's discovery rules.

3. DC Power Issues

Sprint and Conversent raise several arguments directed to the DC power provisions contained in Tariff No. 18. Sprint and Conversent claim that: (1) the DC Power rate in the Rhode Island tariff is too high when compared to the rates for DC power charged under the FCC collocation tariff (FCC Tariff No. 11); and (2) CLECs should only be required to pay for the power that they actually use.

With respect to the first claim, Verizon RI contends that the significant difference between the DC power rates contained in FCC Tariff No. 11 and Rhode Island Tariff No. 18 is attributable to the fact that the DC Power rate in the FCC tariff is outdated and based on a completely different cost methodology. *See Verizon Brief* at 3; Division Ex. 2 (Letter from Leo Wold to Luly Massaro dated April 11, 2000). Verizon RI points out that the FCC tariff rate was *not* developed using the TELRIC methodology. *See Verizon Brief* at 3; Rebuttal Testimony of Amy Stern dated March 1, 2000 (Verizon Ex. 3), at 28. Verizon RI states that its replies to Division data requests fully explained the methodology used to calculate the DC Power rate in the FCC tariff. *See Verizon Brief* at 3. *See also* Reply to DIV Data Requests 1-1 and 1-2. In addition, the Division argues that the methodology used to calculate the DC Power rate in FCC Tariff No. 11 is outdated. *See Verizon Brief* at 4; Division Ex. 2, at 2 (Division concludes that the fully distributed cost ("FDC") analysis which supports the $4.88 rate contained in FCC Tariff No. 11 is "outdated", that the "FCC approach is inconsistent with the TELRIC pricing concept that underlies the pricing being developed in connection with this docket," and

that "the Commission should not consider the $4.88 monthly rate for DC power from [Verizon's] FCC Tariff No. 11 in setting the price for DC power in connection with this docket.") The Division's comments on this issue are consistent with Verizon RI's. *See Letter from Leo Wold to Luly Massaro* dated April 11, 2000. We agree with Verizon RI and the Division that the DC Power rate charged by Verizon RI in its FCC tariff should not be considered in determining the appropriateness of the DC power rate in the Rhode Island tariff.

Sprint and Conversent also argue that Verizon RI should charge CLECs only for the power they actually use, similar to the way a power company charges for power consumed. In response, Verizon RI contends that these arguments reflect a misunderstanding of what the DC power costs reflected in Tariff No. 18 represent. As explained by Verizon RI's witness:

> Verizon Rhode Island's power charges...reflect the infrastructure investment required to change AC into DC power and to supply backup DC power if AC power from the power company fails. Verizon Rhode Island must install expensive batteries, rectifiers, battery distribution bays, generators and numerous other power infrastructure equipment. These are the costs reflected in Verizon Rhode Island's power charges, not the cost for the AC power itself.

Rebuttal Testimony of Amy Stern (August 2, 2000) (Verizon Ex. 4), at 11. Verizon RI makes DC Power available to CLECs based on the amount of amps a CLEC specifies on its collocation application. Verizon RI argues that only the CLEC knows what its actual power requirements will be at any given time, and that Verizon RI has no way of knowing how much power the CLEC will actually use, or whether the CLEC will actually draw more power than is stated in its collocation application. *Id. See also Verizon Brief* at 4. Verizon RI contends that it would be impossible for it to monitor the

continually changing power requirement of the hundreds of collocation arrangements in its central offices. *See Verizon Brief* at 4-5; Tr. 9/8/00, at p. 45. Verizon RI claims that instead, it allows a CLEC to designate in its collocation application the amount of power it expects to utilize and makes available facilities to meet the CLEC's stated needs. Tr. 9/8/00, at pp. 44-45. Verizon RI notes that if a CLEC does not want a second power feed, it is free to specify that on its collocation application. Verizon Ex. 4, at 11("[I]f a CLEC does not want the redundancy of a two-feed system, it can order and pay for a single feed.") However, Verizon RI contends that, based on its experience, most CLECs not only want a second power feed, but actively use both of them. Tr. 9/8/00, at p. 42. Verizon RI concludes that it should be permitted to recover its costs for the DC Power it makes available to CLECs at the CLEC's request. *See* Rebuttal Testimony of Amy Stern dated August 2, 2000, at 11; Tr. 9/8/00, at p. 47.

We find that the terms and conditions relating to DC power contained in Tariff No. 18 are reasonable and consistent with the Act. The tariff provisions appropriately provide that CLECs will pay for the amount of power and the number of feeds they indicate they specify on their collocation application. To the extent a CLEC does not want a second feed, it is free to specify that on its collocation application and will therefore not be charged by Verizon RI for a second feed. We concur that Verizon RI should be permitted to recover its costs for the DC power it makes available to CLECs at the CLECs request.

4. Use of Cameras By Collocators in Verizon RI Central Offices

Sprint also argued that CLECs should be allowed to take photographs during tours of Verizon RI's central offices. During the hearings in this matter, the parties indicated

that this was one of a number of issues that remained unresolved. Tr. 9/8/00, at p. 7. Sprint argues that photography is necessary to facilitate a CLECs ability to document existing conditions in a central office and would be useful where there are claims of space exhaustion in a central office. Verizon RI objects, claiming that there are valid security and operational concerns with regard to photography in its central offices. Tr. 9/8/00, at p. 30. In particular, Verizon RI notes that in some instances, flash photography could harm equipment located in the central office. *Id.* Verizon RI points out that the existing provisions provide for tours of the central offices in which Verizon RI claims there is no space; therefore, there is no need to allow photographs in its central offices for this purpose.

We conclude that Verizon RI is not required to allow photographs to be taken within its central offices in connection with its provision of collocation to CLECs and that Sprint has failed to provide offer any valid reason why such photography is necessary.

Verizon RI's November 17, 2000 Tariff Filing

On November 17, 2000, Verizon RI filed several proposed revisions to the physical collocation offering contained in Tariff No. 18 for effect December 17, 2000. In its cover letter accompanying the filing, Verizon RI indicated that it was filing these revisions in accordance with the FCC's rulings in its Order on Reconsideration and Second Further Notice of Proposed Rulemaking, CC Docket No. 96-98 (rel. August 10, 2000) and Memorandum, Opinion and Order, CC Docket No. 98-147 (rel. November 7, 2000). *See Letter from Donna C. Cupelo to Luly E. Massaro* dated November 17, 2000.

On December 4, 2000, the Division filed a letter concerning the proposed changes. *See Letter from Paul Roberti to Luly Massaro* dated December 4, 2000. Generally, the Division did not oppose the filing, but emphasized that if the Commission chose to adopt the proposed changes it should do so in a manner that is consistent with the Joint Stipulation. *See id.* No other party commented on the November 17th tariff filing.[9]

At an open meeting held on December 6, 2000, the Commission declined to suspend the November 17th tariff filing; therefore, it became effective by its terms on December 17, 2000. However, the Commission indicated that the November 17th tariff be construed in a manner consistent with the negotiated terms and the time frames set forth in the Joint Stipulation, which currently provides for Physical Collocation within 75 business days from receipt of a completed application. In addition, the Commission directs that the final Verizon RI Tariff No. 18 be consistent with the Joint Stipulation's requirement that the time interval between receipt of a CLEC's non-deficient collocation application and Verizon RI's provision of a collocation schedule be 10 business days, rather than 15 business days.

Accordingly, it is

(16639) ORDERED:

1. Verizon RI's Tariff No. 18 as filed on May 28, 1999 and revised on May 31, 2000 is hereby denied.

[9] On January 17, 2001, Verizon RI filed a letter clarifying that by its November 17th tariff filing the company "did not intend to alter in any way the substance or intent of the Joint Stipulation, except to the extent required by federal law." *See Letter from Keefe B. Clemons to Luly E. Massaro* dated January 17, 2001, at 1. Verizon RI shared the Division's view that, in light of the fact that the Commission had already substantially completed its proceedings in this docket, the Commission was not required to adopt the specific timelines contained in the referenced FCC Orders since the FCC specifically acknowledged that State Commissions could adopt their own collocation provisioning intervals. *See id.* at 2.

2. Verizon RI's Tariff No. 18 as modified by the Joint Stipulation dated October 31, 2000 is hereby approved.

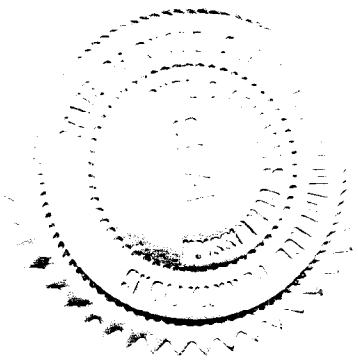
3. Verizon RI is directed to make a compliance filing which incorporates in Tariff No. 18, the terms and conditions contained in the Joint Stipulation and the November 17th tariff filing. The compliance filing shall include the interval of 76 business days for providing Physical Collocation and 10 business days for providing a collocation schedule, as specified in the Joint Stipulation.

4. Verizon RI shall make a compliance filing consistent with this Order within 60 days.

5. Verizon RI shall comply with all other findings and instructions contained in this Report and Order.

EFFECTIVE AT PROVIDENCE, RHODE ISLAND PURSUANT TO OPEN MEETING DECISIONS ON NOVEMBER 9, AND DECEMBER 6, 2000. WRITTEN ORDER ISSUED JUNE 15, 2001.

PUBLIC UTILITIES COMMISSION



Elia Germani, Chairman

Kate F. Racine, Commissioner

Brenda K. Gaynor, Commissioner

APPENDIX A

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

Collocation and Tariff Revisions Filing By Verizon Rhode Island	)	Docket No. 2937

JOINT STIPULATION

Verizon New England Inc., d/b/a Verizon Rhode Island, AT&T Communications of New England, Inc. ("AT&T"), Sprint Communications Company L.P. ("Sprint"), and the Rhode Island Division of Public Utilities and Carriers ("Division"), by undersigned counsel, hereby jointly stipulate as follows:

WHEREAS, Verizon Rhode Island has filed certain revisions to its R.I. Tariff (R.I.P.U.C. No. 18) in this docket that set forth the terms and conditions under which Verizon Rhode Island proposes to make collocation available to carriers in accordance with § 251(c)(6) of the Telecommunications Act of 1996, 47 U.S.C. §§ 151, *et seq.* (1996);

WHEREAS, parties to this proceeding have submitted testimony regarding the above referenced revisions proposed by Verizon Rhode Island and the Commission convened a hearing in this docket on September 8, 2000;

WHEREAS, the parties disagreed as to the appropriateness of certain of the terms and conditions proposed by Verizon Rhode Island;

WHEREAS, the undersigned parties met on September 8, 2000 ("September 8th negotiations") in an attempt to resolve as many disputed issues in this docket as possible, narrow the scope of issues to be addressed in this proceeding, and avoid unnecessary litigation;

WHEREAS, the undersigned parties were able to reach agreement with respect to several disputed issues as a direct result of the September 8th negotiations;

NOW THEREFORE, the undersigned parties agree as follows:

1. Verizon Rhode Island will add the following language to Part E, Section 2 of its proposed P.U.C. Tariff No. 18:

Physical collocation

Joint Planning and Implementation Intervals

P.U.C. Tariff No. 18 shall be revised to reflect that the following standard implementation milestones shall apply to all Physical Collocation arrangements unless the Telephone Company and the CLEC jointly decide otherwise:

> --Day 1[1] – CLEC submits completed application and associated fee.
>
> --Day 10 – The Telephone Company notifies CLEC as to whether the request can be accommodated.
>
> --Day 14 – CLEC notifies the Telephone Company as to whether it intends to proceed with Physical Collocation arrangement.
>
> --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 the case of SCOPE arrangements the Telephone Company will inform the CLEC whether its scope bays will be arranged contiguously.
>
> --Day 76 – The Telephone Company and the CLEC attend Collocation Acceptance meeting and the Telephone Company turns over the collocation arrangement to the CLEC.

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. With respect to Physical

[1] References to "days" refer to "business days", unless otherwise specified.

Collocation, the CLEC and the Telephone Company acknowledge that they individually control various interim milestones and must work together to meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day).

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 the Rhode Island Public Utilities Commission 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.

2. Consistent with the language in ¶ 1 above, Part E, Section 2.1.2.B of proposed P.U.C. Tariff No. 18 will be revised to read as follows:

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:

(1) There is space available and the Telephone Company will proceed with the arrangement; or
(2) There is no space available. Refer to Section 2.4.2.

Part E, Section 2.1.2.B.3 of proposed P.U.C. Tariff No. 18 will be deleted in its entirety.

3. Part E, Section 2.4.1.A of proposed P.U.C. Tariff No. 18 will be revised to read as follows:

If space is available
the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within ten business days. If the application is deficient, the Telephone Company will specify in writing, within ten business days, the information that must be provided by the CLEC in order to complete the application. [Upon

receipt of a completed application the implementation schedule set forth in [TBD-currently paragraph 1 of this Settlement Agreement] shall commence]] and the collocation schedule provided by the Telephone Company will include the costs for normal space conditioning (*i.e.*, 25, 100 or 300 square foot nodes) work, along with an estimate for any applicable special construction charges. Work required, or requested, by the CLEC after the initial installation will be handled on an ICB basis.

4. The first sentence of Part E, Section 2.4.2.B of proposed P.U.C. Tariff No. 18, which currently requires a CLEC to sign a confidentiality agreement each time it participates in a central office tour, will be revised to read as follows:

> When sufficient space is not available to accommodate a physical collocation request at a Telephone Company central office, the Telephone Company will, within an additional ten business days of denying a request, allow CLECs upon request to tour the Telephone Company central office where sufficient space is not available.

5. The following language, subject to the Commission's ruling as set forth below, will be inserted into the general provisions of P.U.C. Tariff No. 18:

> 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 Verizon Rhode Island'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 Rhode Island Public Utilities Commission ("RIPUC") or the Federal Communications Commission ("FCC") associated with Verizon Rhode Island's provision of collocation in Rhode Island. Any documents submitted to the RIPUC 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. If any CLEC violates

this section, Verizon Rhode Island may file a complaint with the RIPUC seeking appropriate sanctions.

The Parties hereby state that they are in agreement that the above language should be included in P.U.C. Tariff No. 18, except that, Verizon RI and Sprint were unable to reach agreement with respect to the language set forth in bold regarding the use of cameras in Verizon RI's central offices. Verizon RI believes that this language must be included in the tariff, and Sprint's position is that it should not. Verizon RI and Sprint respectfully request that the Commission decide this disputed issue based on the evidence in the record of this proceeding. Tr. 9/8/00, at 30.

6. The following language will be added to the general provisions of proposed P.U.C. Tariff No. 18:

X. CLECs shall have unrestricted access to their designated collocation space and reasonable access to common areas (*e.g.*, rest rooms, elevators, etc.) within the Telephone Company's central office in which the CLECs' collocation space is located.

X. Raw Space Conversion Intervals

(1) 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.

(2) The Telephone Company will inform the RIPUC as soon as it knows it will require raw space conversion to fulfill a request based on application or forecast.

(3) The Telephone Company will post a list of all such sites on its Website, and will update the list as additional locations become known.

X. Virtual Collocation

Joint Planning and Implementation Intervals

P.U.C. Tariff No. 18 shall be revised to reflect that the following standard implementation milestones shall apply to all Virtual Collocation arrangements unless the Telephone Company and the CLEC jointly decide otherwise:

--Day 1[2] – CLEC submits completed application and associated fee.

--Day 10 – The Telephone Company notifies CLEC as to whether the request can be accommodated.

--Day 14 – CLEC notifies the Telephone Company as to whether it intends to proceed with Virtual Collocation arrangement.

--Day 30 – The Telephone Company notifies the CLEC as to whether it will require training for CLEC equipment.

--Day 66 – CLEC delivers equipment and installation training completed.

--Day 95 – Remaining training completed.

--Day 105 – The Telephone Company and the CLEC conduct a joint acceptance test, and the virtual arrangement is available for the CLEC's use.

The Virtual Collocation arrangement implementation interval is one hundred and five (105) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application dates subject to the conditions described in Forecasting and Use of Data and Collocation Capacity following. 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.

[2] References to "days" refer to "business days", unless otherwise specified.

X. Service and Installation Intervals

The implementation interval is 76 business days for physical collocation and 105 business days for virtual collocation standard arrangement requests which were properly forecast six months prior to the application date. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company.

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.

7. The following language will be added to the general provisions of proposed P.U.C. Tariff No. 18:

X. Collocation (Cont'd)

X.X. Regulations Applicable to Physical and Virtual Collocation

X.X.X. Forecasting and Use of Data

(A) Forecast Requests

(1) The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLECs will be required to update the near-term (6-month) forecasted application dates.

(2) Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical, and square footage required (physical) or high-level list of equipment to be installed (virtual).

(B) Use of Forecasting Data

(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.

(2) In addition, the Telephone Company will:

- perform initial reviews of requested central offices forecasted for the next six (6) months to identify potential problem sites.

- consider forecasts in staffing decisions,
- enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

X. Collocation (Cont'd)

X.X. Regulations Applicable to Physical and Virtual Collocation (Cont'd)

X.X.X. Forecasting and Use of Data (Cont'd)

(B) Use of Forecasting Data (Cont'd)

(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 (3) months prior to the application date, the interval start day may be postponed as follows:

Forecast Received	Interval Start Date Commences
No Forecast	3 months after application date
Forecast received 1 month prior to application date	2 months after application date
Forecast received 2 months prior to application date	1 month after application date
Forecast received 3 months prior to application date	On the application date

Any such interval adjustments will be discussed with the CLEC at the time the application is received.

X. Collocation (Cont'd)

X.X. Regulations Applicable to Physical and Virtual Collocation (Cont'd)

X.X.X. Forecasting and Use of Data (Cont'd)

(B) Use of Forecasting Data (Cont'd)

(4) 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.

(5) 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.

X.X.X. Collocation Capacity

(A) Telephone Company Capacity

(1) 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 Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

(2) If the Telephone Company augments its workforce based on forecasts, the CLECS will be held accountable for the accuracy of their forecasts.

8. The parties hereby acknowledge that this stipulation represents a negotiated resolution of disputes between the undersigned parties regarding the specific issues addressed. In the event that the Commission rejects the proposed stipulation, it shall be deemed null and void, and nothing in this stipulation shall be construed as a waiver by

any party to this stipulation of any argument that would otherwise have been raised in this docket.

9. This Joint Stipulation is entered into without prejudice to positions taken by then undersigned parties in this, or any other state, and shall not constitute precedent with respect to any and all such matters.

AT&T COMMUNICATIONS OF NEW ENGLAND, INC.

BY: Mary E Burgess
Signature

Mary E. Burgess
Name (Printed)

ITS: Senior Attorney
Title

RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS

BY: _____
Signature

_____
Name (Printed)

ITS: _____
Title

SPRINT COMMUNICATIONS COMPANY L.P.

BY: _____
Signature

_____
Name (Printed)

ITS: _____
Title

VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND

BY: _____
Signature

_____
Name (Printed)

TITLE: _____

Dated: October 30, 2000

AT&T COMMUNICATIONS OF NEW ENGLAND, INC.

BY: _____
Signature

_____
Name (Printed)

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Title

RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS

BY: Paul Roberti
Signature

PAUL ROBERTI
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ITS: ASSISTANT ATTORNEY GENERAL
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SPRINT COMMUNICATIONS COMPANY L.P.

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Name (Printed)

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VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND

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SPRINT COMMUNICATIONS COMPANY L.P.

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Craig L. Eaton
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Dated: October 30, 2000

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VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND

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TITLE: Regulatory Counsel

Dated: October 30, 2000