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October 24, 2003

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

We are filing herewith , for effect November 23, 2003, tariff material consisting of:

PUC RI No. 18

Part/Section	**Revision of Page(s)**	**Original of Pages**
E/1	1, 2, 2.1, 3, 4	N/A
E/2	2.1, 22, 26	N/A
E/3	1, 2, 3	N/A

This filing is in compliance with the terms and conditions of an Agreement made on August 27, 2003 with AT&T, Sprint, and Covad. The Agreement serves as a complete and final settlement with respect to Verizon Rhode Island's collocation provisioning intervals.

Sections of the tariff that address joint planning and implementation intervals for physical and virtual collocation, forecasting and use of data, collocation capacity, vendor delays, vendor capacity, space availability, and raw space conversion are being amended.

Enclosed are an original and nine (9) copies of the tariff material. Please return a copy of this letter with your stamp of receipt.

Respectfully submitted,

Vice President - Regulatory Affairs

Attachments

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	Service and Installation Intervals for Physical Collocation	(C)
A.	The Telephone Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by 15 business days, resulting in a 91 business day interval. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company. The interval for collocation augments which were properly forecast six months prior to the application date, subject to the tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following.	(C)
1.	800 2-wire voice grade terminations; or	
2.	400 4-wire voice grade terminations; or	
3.	600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or	(C)
4.	28 DS1 terminations; or	
5.	24 DS3 terminations; or	
6.	12 fiber terminations; or	
7.	Conversion of 2W voice grade to 4W voice grade terminations (minimum 100, maximum 800). All pairs must be spare and in consecutive 100 pair counts; or	(T) (C)
8.	2 feeds (1A and 1B) DC power fused at 60 amps or less; or	(T)
9.	DC power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations, b) 3 DS3 terminations, or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Telephone Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval, or b) the CLEC can demonstrate other good cause or causes to the Telephone Company that the CLEC cross connect capacity may be exceeded by the end of the 45 business day augment interval.	(N) (N)

1. Collocation

1.1 Description

1.1.2	**Service and Installation Intervals for Physical Collocation**	(C)
B.	The forty-five (45) business day augment interval is also subject to the following requirements:	(X)
1.	Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distribution frame, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).	(C) (C)
2.	The CLEC must install sufficient equipment in its collocation space to support the requested terminations/facilities.	
3.	In large central office premises with complex cable runs (i.e., multiple floors), the Telephone Company may request to negotiate extensions to the forty-five (45) day interval.	(C)
C.	Intervals for non-standard arrangements, including Adjacent Collocation, shall be mutually agreed upon by the CLEC and the Telephone Company.	(C) (C)(X)
D.	The following standard implementation milestones will apply, in business days, unless the Telephone Company and the CLEC jointly decide otherwise.	(C) (C)
1.	**Day 1—**CLEC submits completed application and associated fee.	
2.	**Day 8—**The Telephone Company notifies CLEC that request can be accommodated and advises of due date.	(C)
3.	**Day 17—**CLEC notifies the Telephone Company of its intent to proceed and submits 50% payment.	
4.	**Day 30**—Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)	(C)
5.	**Day 45—**Augment (as defined herein) completes.	
6.	**Day 76—**The Telephone Company and the CLEC attend collocation acceptance meeting, and the Telephone Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not included in Section 1.1.2A preceding.	(C)
E.	A preliminary schedule will be developed outlining major milestones. The CLEC and the Telephone Company control various interim milestones they must 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). The Telephone Company and the CLEC shall conduct additional planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process.	(C) (C)
1.	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.	(N) (N)
F.	In the case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.	(C) (C)

1. Collocation

1.1 Description

1.1.2	Service and Installation Intervals for Physical Collocation	(C)
G.		(D)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
H.		(D)

1. Collocation
1.1 Description

1.1.2	**Service and Installation Intervals for Physical Collocation**	(C)
I.	Raw space conversion timeframes 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.	(C)
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.	
2.		(D) (D)
J.	**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), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.	(C) (C)
K.	**Use of Forecasting Data**.	
1.		(D) (D)
2.	The Telephone Company will perform initial reviews 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.	(C)
3.	Unforecasted demand (including augments) 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 two 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.	(C) (C)
a.	**No Forecast Received—** Interval start date commences two months after application receipt date.	(C)
b.	**Forecast Received One Month or Less Prior to Application Date—** Interval start date commences two months after application receipt date.	(C)

1. Collocation

1.1 Description

1.1.2	**Service and Installation Intervals for Physical Collocation**	(C)
K.	(Continued)	
c.	**Forecast Received Greater Than One Month and Less Than Two Months Prior to Application Receipt Date—** Interval start date commences one month after the application receipt date.	(C)
d.	**Forecast Received Two Months or More Prior to Application Receipt Date—** Interval start date commences on the application receipt date.	(C)
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.	
L.	**Telephone Company Collocation Capacity—** 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 to determine whether such additional expenditure is warranted and to evaluate cost recovery options.	
1.	If the Telephone Company augments its work force based on CLEC forecasts, the CLECs refusing to smooth demand as described in Section 1.1.2.L. will be held accountable for the accuracy of their forecasts.	(C) (C)
M.	**Vendor Delays—**No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are 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 failure to perform.	(N)
N.	**Vendor Capacity—**The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.	(N)

2. Physical Collocation
2.1 General

2.1.2	**Site Survey/Report, Application, Engineering and Administration**	
A.	Upon request by the CLEC and upon the CLEC signing a confidentiality agreement, the Telephone Company will make available a site survey/report indicating 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.	
1.	The site survey/report is not required prior to submission of an application.	
B.		(D) (D)
C.	Subject to forecasting requirements, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight business days after receipt of an application. The Telephone Company's response will be one of the following.	(C) (C)
1.	There is space and the Telephone Company will proceed with the arrangement.	
2.	There is no space. The Telephone Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.	(C) (C)
3.	There is no readily available space; however, the Telephone Company will determine whether space can be made available and will notify the CLEC within twenty business days. At the end of this period, the Telephone Company will proceed as described in Section 2.1.2C1 or 2.1.2C2.	(N)
D.	If space if 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 eight business days. The CLEC shall have nine business days from receipt of a Telephone Company provided collocation schedule to pay fifty percent of the NRCs associated with the ordered collocation services. If the application is deficient, the Telephone Company will specify in writing, within eight business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within 10 calendar days after being informed of them shall retain its position within the collocation application queue.	(N)

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1	Description	
A.	Upon receipt of a completed application, the collocation schedule 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.	(C)
B.	The Telephone Company will calculate costs on a fully allocated time and materials basis, for any agreed special construction work undertaken on behalf of the CLEC, and any vendor charges. Occupancy for all spaces will be granted upon completion of the normal space conditioning work, including cut-down of Telephone Company cabling at the POT based on the requested DS3, DS1, and VG interconnections identified by the CLEC in the application for collocation.	
C.	Prior to the CLEC beginning the installation of its equipment, the CLEC must sign the Telephone Company work completion notice, indicating acceptance of the collocation arrangement construction work and providing the Telephone Company with a security fee, if required. Payment is due within thirty days of bill date. The CLEC may not install any equipment or facilities in the collocation arrangement until after the receipt by the Telephone Company of the Telephone Company work completion notice and any applicable security fee. In case of extended intervals resulting from within the Telephone Company's control or resulting from vendor delays, and provided the necessary security is in place, the Telephone Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Telephone Company in completing the Telephone Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the space by the CLEC. Payment of all additional fees are due within 30 days of the CLEC signing the Telephone Company work completion notice or 30 days after written notice from the Telephone Company that the Telephone Company work is complete.	(C) (N) (N)
D.	Occupancy for all spaces will be granted upon completion of the collocation arrangement construction work. The Telephone Company will begin billing all fees (except for special construction charges) commencing on the occupancy date or thirty days after written notice from the Telephone Company.	(C)
E.	The Telephone Company will make a reasonable effort to place collocation node arrangements in areas of the central office requiring the minimum 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 then the Telephone Company will assess special construction charges to recover the Telephone Company's costs for special construction work.	

2. Physical Collocation
2.6 Application of Rates and Charges

2.6.1	Application Fee	
A.	For establishment of a multiplexing node the CLEC is responsible to pay an upfront payment.	(C)

2.6.2	Space Conditioning
A.	Space conditioning charges apply based on the square footage of the actual node (i.e., 25 sq.ft., 100 sq.ft., 300 sq.ft.). An additional square foot charge applies per each 20 square feet added to the 100 sq. ft. node arrangement.

2.6.3	Occupancy
A.	**Building Expense—** The monthly rate applies per square foot.
B.	**POT Bay Frame**
1.	The POT bay frame NRC applies for the investment and/or the installation of the POT bay frame in accordance with the following option chosen by the CLEC. An NRC does not apply when the CLEC purchases and installs a POT bay within the confines of the CLEC multiplexing node.
a.	**Option 1—** The Telephone Company provides for the material and installation.
b.	**Option 2—** The CLEC provides the material and transfers ownership to the Telephone Company for the sum of one dollar. The Telephone Company installs the equipment.
c.	**Option 3—** The CLEC provides the material and installs the equipment within the multiplexing node.
2.	For Options 1 and 2, a monthly rate applies per bay of equipment installed in the common area.
C.	**DC Power—** Applies for the provision of –48V DC protected power required by the CLEC equipment in the multiplexing node. The power is assessed per load amp based on the total number of load amps ordered on each feed.

2.6.4	Service Access Charge (SAC)
A.	**SAC Pot Bay Termination—** Applies per termination and is used for the connection of the Telephone Company POT bay to the Telephone Company equipment location(s). It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement. This rate applies when the Telephone Company provides the POT bay. For line sharing arrangements, two 2W voice grade terminations apply per line.

3. Virtual Collocation
3.1 General

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 and Part E, Sections 1 and 2 apply in addition to the regulations contained in this section. Rates and charges for service explained herein are contained in Part M, Section 5.3.

3.1.1	**Description**
A.	Virtual collocation is whereby the Telephone Company installs CLEC-provided equipment (which is dedicated exclusively to the CLEC) in a Telephone Company central office. Virtual collocation is provided by means of splicing the CLEC's fiber optic cable to a Telephone Company fiber at a splice point in the central office designated by the Telephone Company, or by means of other transport leased from the Telephone Company or from a third party.
1.	Virtual collocation is available at other Telephone Company facilities, where technically feasible, for interconnection or access to unbundled elements. Access to unbundled elements is accomplished using distributing frame appearances of the central office based equipment.
a.	The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. The Telephone Company shall maintain the fiber from manhole zero, into the central office. The fiber facilities outside of and leading up to the Telephone Company central office's manhole zero is referred to as outside plant.
2.	All services are connected to the output cables of the virtual arrangement using Telephone Company designated cable assignment (i.e., not channel assignments).
B.	Virtual collocation is provided subject to the availability of suitable central office space and facilities.
C.	Virtual collocation will be offered via a standard arrangement of OC3, OC12, OC48 and lite-span with connections to services/elements at DS1 and DS3 electrical connections at DSX bays. The appropriate number of each type of connection will be set at the time of the original order and installation.

3.1.2	**Implementation Intervals and Planning**	(C)
A.	The Telephone Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Telephone Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.	(C)
1.	The Telephone Company will notify the CLEC of issues or unanticipated delays as they become known.	(N)
2.	The Telephone Company and the CLEC 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.	
a.	Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.	(N)

3. Virtual Collocation
3.1 General

3.1.2	Implementation Intervals and Planning
B.	The implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Telephone Company premises by business day 40. The Telephone Company and the CLEC shall work cooperatively to schedule each site on a priority based order.
1.	Intervals for non-standard arrangements shall be mutually agreed upon by the Telephone Company and the CLEC.

(C)
(N)
(N)

3.1.3	Cancellation
A.	The Telephone Company may discontinue an arrangement or cancel an application for an arrangement without incurring any liability, under the following situations.
1.	**Non-Payment—** When a CLEC fails to pay to the Telephone Company any sum owed for more than thirty days beyond the bill date, the Telephone Company may on thirty days advance written notice discontinue the furnishing of any new or existing arrangement.
2.	**Tariff Violation—** When a CLEC violates terms or conditions contained within this tariff, or other tariffs which may be referenced herein, the Telephone Company may on thirty days advance written notice discontinue the furnishing of any new or existing arrangement.
a.	The Telephone Company may without advance written notice, discontinue the furnishing of any new, or existing arrangement when the Telephone Company determines that such violation adversely affects the Telephone Company network or poses harm to Telephone Company personnel, or interferes with the Telephone Company's ability to provide service to other CLECs.
3.	**Violation of Law—** The Telephone Company may without advance written notice, discontinue the furnishing of any new, or existing arrangement when the Telephone Company determines that the CLEC has violated any law, rule or regulation of any governing authority.
4.	When the Telephone Company is prohibited from furnishing virtual collocation, by order of a court or other governing authority.
B.	The CLEC may cancel or withdraw its application prior to turn-up, subject to the provisions of Section 3.5.2B.

3.1.4	Transmission Failure
A.	In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

3. Virtual Collocation
3.2 Responsibility of the Telephone Company

3.2.1	Accommodations
A.	Upon receipt of a completed virtual collocation application and the accompanying application fee, the Telephone Company will conduct an application review, an engineering review and a site survey at the requested central office. The Telephone Company will notify the CLEC of the results of the reviews and the survey within eight business days. (C)
B.	The Telephone Company will retain project management responsibility and authority related to actual installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance assignments, etc.).
C.	The dedicated terminal equipment inside the Telephone Company's central office will be handled in one of the following methods.
1.	For virtual collocation arrangements established prior to June 30, 2000, it will be provided by the CLEC and ownership transferred to the Telephone Company for the sum of one dollar ($1.00). The Telephone Company will own and operate this equipment inside the central office. After successful installation and equipment testing by Telephone Company engineering, an asset transfer record will be made and both the Telephone Company and the CLEC will sign and retain a copy. A transfer record will also be made for the portion of the Telephone Company owned cable between manhole zero and the central office splice. On June 30, 2000, Telephone Company ownership of the dedicated terminal equipment provided by the CLEC will be converted to an operating lease.
2.	For virtual collocation arrangements in effect or established after June 30, 2000, it will be provided by the CLEC and leased to the Telephone Company for the sum of one dollar ($1.00). The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment. The Telephone Company will exercise exclusive physical control over this equipment. The cabling between manhole zero and the central office splice will be included in the operating lease.
D.	The Telephone Company exercises exclusive control over the central office based equipment that terminates the CLEC's circuits. The Telephone Company is responsible for installing, maintaining (but not testing), and repairing the dedicated equipment, at the direction of the CLEC so as to assure proper operation of the virtually collocated facilities and equipment.
1.	The Telephone Company will install, maintain and repair the CLEC equipment in the same manner as it performs similar functions for comparable Telephone Company equipment.