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RECORDS AND  
REPORTING

July 29, 1998

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Special Project No. 980000B-SP

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunication's Inc.'s Positions, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me.

Sincerely,

*Nancy B. White* (ke)  
Nancy B. White

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*[Signature]*  
FPSC-BUREAU OF RECORDS

Enclosures

cc: A. M. Lombardo  
R. G. Beatty  
William J. Ellenberg II

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Access by Telecommunications ) Special Project No.: 980000B-SP  
Companies to Customers in Multi-Tenant )  
Environments )  
\_\_\_\_\_ ) File Date: July 29, 1998

**POSITIONS OF BELL SOUTH TELECOMMUNICATIONS, INC.**

COMES NOW, BellSouth Telecommunications, Inc. ("BellSouth"), through counsel, in response to the Florida Public Service Commission's (the "Commission") Notice of Second Staff Workshop, dated July 14, 1998, and hereby provides its Positions as follows.

**POSITIONS**

**I. In general, should telecommunications companies have direct access to customers in multi-tenant environments? Please explain. (Please address what need there may be for access and include discussion of broad policy considerations.)**

Yes. Telecommunications companies should have "direct access" to customers. BellSouth proposes that "direct access" be defined as the provision of a carrier's services to a demarcation point located within the end user's (customer's) premises.. Such direct access could be attained via:

- a) premises wiring that is owned by the serving carrier, or
- b) premises wiring that is owned by another party but used by the serving carrier in lieu of its own wiring in a manner in which the carrier retains full service responsibility to the end user even though the carrier has chosen to utilize another party's facilities.

Both scenarios result in "direct access".

Of particular note in support of the need for "direct access" is a position statement listed on the web page of the Building Owners & Managers Association (BOMA), International (see www.boma.org). In support of its position that that carriers should not be free to unilaterally declare an MPOE demarcation point policy, BOMA states that "Building owners incur substantial

difficulty and expense because they lack the knowledge and technical information necessary to properly handle inside wiring responsibilities.” BellSouth understands BOMA’s concerns and agrees that owners’ core business is real estate, not telecommunications. BellSouth’s limited experiences with MPOE demarcation in other states fully supports BOMA’s contention that owners do not appear ready yet to “properly handle inside wiring responsibilities.”

It is BellSouth’s firm belief that end users want and deserve the ability to hold their chosen carrier fully responsible for total service delivery to their premises. Furthermore, it is BellSouth’s understanding that the Florida Commission’s current “premises demarc” rule (25-4.0345,F.A.C.), and service indices imposed by the Commission on BellSouth, assume that the carrier has full service responsibility to the end user. In this respect, BellSouth believes that this rule is in the best interests of the general subscriber body . However, these efforts by the Commission to ensure carrier-specific quality of service will continue to be effective only if the carrier has full control over the facilities used to deliver service. “Direct access” is best achieved when a carrier is able to utilize its own telecommunications facilities rather than another party’s. In Section III, Other Issues, B. “Access To Wiring And Equipment”, BellSouth explains in detail the circumstances under which it would consider using another party’s facilities and, by doing so, maintain “direct access” and full responsibility for service delivery to the end user.

Conversely, BellSouth proposes that the term “indirect access” be used (at least for purposes of these workshops) to describe the delivery of a carrier’s services to the Minimum Point Of Entry (MPOE) of a property. In an “indirect access” scenario, extension of service from the MPOE to the end user’s premises is the responsibility of another party; i.e., the property owner, the owner’s designated agent or another carrier. BellSouth’s experience has been that “indirect access” results in disjointed service - and end user confusion, frustration and dissatisfaction. These undesirable results are due to the lack of end-to-end responsibility by any one party. “Indirect access” bifurcates end-to-end responsibility.

In summary,

- a) BellSouth has proposed useful definitions for “direct” and “indirect” access.
- b) End users want and deserve “direct access” by their chosen carrier.
- c) BellSouth fully supports the Commission’s existing rule that requires ILECs to locate the demarcation point on the end user’s premises.

## **II. What must be considered in determining whether telecommunications companies should have direct access to customers in multi-tenant environments?**

Any carrier which is subject to the Commission's Rules should have "direct access" to customers; "direct access" being defined as proposed in paragraph I.

### **A. How should "multi-tenant environment" be defined? That is, should it include residential, commercial, transient, call aggregators, condominiums, office buildings, new facilities, existing facilities, shared tenant services, other?**

"Multi-tenant environment" should be defined as any environment wherein end users of telecommunications services lease, or otherwise reside on, property where access to the end users' premises is controlled by another party.

All of the examples that the Commission cited fit this description, and should include new and existing properties. Although not noted by the Commission, single family residential subdivisions, where ownership of the ingress/egress roads remains privately held rather than deeded to the local governmental authority also fits the definition proposed by BellSouth.

For purposes of establishing access regulations, it is essential that the adopted definition of "multi-tenant environment" be as simple and straightforward as possible and, if at all possible, absent of exceptions that tend to confuse and weaken any rules that may be ultimately promulgated. BellSouth believes its proposed definition is concise, comprehensive and applicable.

### **B. What telecommunications services should be included in "direct access", i.e., basic local service (Section 364.02(2), F.S.), Internet access, video, data, satellite, other?**

The definition of "direct access", as proposed in paragraph I above, defines the means and scope of responsibility by which a carrier delivers service to an end user. Therefore, BellSouth sees no reason why it would be necessary to include or exclude particular telecommunications services from the definition of "direct access".

Thus, relative to permissible services included within the scope of access rights:

- a) All services should be included in discussions of "direct" access.
- b) Carriers should be free to choose the desired technologies used to deliver

these services.

c) Carriers should be free to provide any services offered for lawful purposes.

**C. In promoting a competitive market, what, if any, restrictions to direct access to customers in multi-tenant environments should be considered? In what instances, if any, would exclusionary contracts be appropriate and why?**

Using BellSouth's proposed definition of "direct access", the Legislature and/or the Commission must address the concerns of property owners relative to the placement of multi-carrier telecommunications facilities on their properties. If the Commission adopts the stance that a property owner has the authority to prevent a carrier from placing its facilities on the owner's property, then this authority is, in effect, a restriction to "direct access".

Secondly, any rule which allows property owners to deny a carrier "indirect" access (i.e., no service - not even to a MPOE), would be a restriction to access.

Relative to the overall question of whether property owners have the authority to refuse to allow, one or more telecommunications companies to provide service to tenants (either by "direct" or "indirect" access), BellSouth's primary concern is not with the ultimate resolution of this question relative to non-Carrier of Last Resort ("COLR") carriers. BellSouth believes that in a fully deregulated environment, market forces will ultimately determine those carriers (and, in fact, those properties) which will be chosen by end users. As a COLR, however, the ability of a tenant/end user to obtain, and BellSouth's ability to provide, services is of great concern to our company and presumably is to legislators and regulators within the state of Florida.

BellSouth's position is that property owners should allow tenants to be served by a COLR, preferably via "direct access" (premises demarc). COLRs, including BellSouth do not have the freedom to pick and choose those subscribers or properties which they desires to serve, whereas other carriers have such an option. Thus, within its franchised service territory BellSouth is literally the "last resort" for subscribers who are bypassed by other carriers. For these and other reasons, detailed terms and conditions for service provisioning have been carefully crafted and documented in BellSouth's filed tariffs which have been approved by the Commission.

Until such time as BellSouth is no longer obligated to serve all end users in its franchised territory, and until such time as BellSouth is totally freed from rate regulation and service indices imposed by the Commission, all subscribers should have the right to subscribe to those services which have been designated by Florida legislation as being in the best interests of the citizens of the state.

Relative to the question of whether exclusionary contracts should be permitted, BellSouth's position is that carriers should not be prevented from marketing their services to occupants of multi-tenant properties. BellSouth believes that, in the long run, the most desirable properties will be those which permit tenants to obtain service from any carrier offering service to the property. Owners of such properties may tout their non-exclusionary leases and, perhaps, go a step further and offer their own branded service in concert, or in competition, with one or more carriers. Preferred carriers who offer the best mix of price, features and service will succeed by adding value to a property.

**D. How should "demarcation point" be defined, i.e., current PSC definition (Rule 25-4.0345, F.A.C.) or, federal Minimum Point Of Entry (MPOE)?**

Although BellSouth fully supports the Commission's existing "premises demarc" rule, the Commission may wish to consider the more detailed versions shown below. NOTE: This definition would apply to services delivered by carriers who the Commission decides should be subject to the rule.

Demarcation Point: The demarcation point for telecommunications services is defined as the physical point at which a provider of access to the public switched network delivers, and has full service responsibility for, services which that carrier provides to its subscribers. Unless the subscriber and carrier mutually agree on a different arrangement, the demarcation point shall consist of a carrier-provided interface connection which is clearly identifiable by the subscriber, and which provides the subscriber with:

- a) an easily accessible way to connect subscriber-provided wiring to the interface and
- b) a plug and jack connection which provides the subscriber with a means to quickly and easily disconnect the carrier's access channel from the subscriber's wiring or terminal equipment in order to prevent harm to the public switched network and to facilitate service trouble isolation and determination by the subscriber and carrier.

Location of the Demarcation Point: Subscribers shall designate the demarcation point location in accordance with applicable statutes, rules tariffs and/or service agreements reached with telecommunications carriers. At multi-tenant properties where demarcation point locations must be established prior to occupancy, the demarcation points will be assumed to be located within the premises of the tenants/subscribers.

**E. With respect to actual, physical access to property, what are the rights, privileges, responsibilities or obligations of:**

- 1) landlords, owners, building managers, condominium associations
- 2) tenants, customers, end users
- 3) telecommunications companies

**In answering the questions in Issue II.E., please address issues related to easements, cable in a building, cable to a building, space, equipment, lightning protection, service quality, maintenance, repair, liability, personnel, (price) discrimination, and other issues related to access.**

(1) A landlord, owner, manager, condo association or any other party which controls access to the premises of a telecommunications end user in a multi-tenant environment should permit tenants to access services provided by their desired carrier and to clearly communicate to tenants any and all terms and conditions relative to tenant access to such telecommunications services.

(2) Tenants, customers and end users should have access to services offered by their desired carrier. BellSouth feels strongly that end users are best served when carriers are able to provision their services to the end user's premises, utilizing their own wiring and equipment. In any event, end users have the right to know precisely what the serving arrangements are for the property prior to signing a lease. At a minimum:

a) Is the tenant, customer or end user able to easily obtain service from their chosen carrier?

b) Where is the demarcation point for carriers' services?

c) How and who does the tenant contact to obtain telecommunications service?

d) If a MPOE demarcation point exists, who is responsible for service between the MPOE and tenant unit? Are there any tenant, customer, end user or carrier fees associated with this service? How does the tenant go about calling in a repair problem?

What charges, if any, apply if a repair trouble is found to be not caused by the investigating telecommunications provider?

e) Procedures for accessing E911 if differing in any way from the norm.

In addition, end users should have the right to maintain their chosen telecommunications provider for the term of their lease.

Although BellSouth fully supports the Commission's Rule 25-4.0345, if the Commission modifies this rule to permit MPOE demarcation points, at a minimum end users should have the right to access carrier services at the MPOE in a manner which is easily identifiable; i.e., the tenant's line is terminated on a separate, individual, female-ended Network Interface jack that is tagged and which can accommodate plug-in of a standard male-ended modular telephone plug.

Finally, end users should have the right to freely choose carrier services without direct or indirect economic penalty. End users should not have to bear the burden of access fees or other levies which are not based upon any value added services received.

(3) Telecommunications companies should not be prevented from offering services to subscribers on multi-tenant properties.

**F. Based on your answer to Issue II.E. above, are there instances in which compensation should be required? If yes, by whom, to whom, for what and how is cost to be determined?**

Except to the extent that COLR tariffs and the Commission's Rules address the issue of granting of easements and support structures (See: III.A. below), no other legislative or regulatory dictates should be established relative to financial arrangements reached between owners, carriers and tenants. As stressed in previous comments, however, COLR services and COLR customers must continue to be protected by tariffs until such time as the legislature and the Commission determines that the COLR concept is no longer needed, and thus, COLRs are free to serve or refuse to serve any customers they so choose.

When operating out of its franchised territory as an ALEC, with the freedom to serve or not serve, BellSouth will negotiate all terms and conditions of service with tenants and owners, regardless of whether or not other carriers offer service to the subject property.

**G. What is necessary to preserve the integrity of E911?**

1. All carriers must equip their telecommunications hardware and software for dial access to 911.

2. The availability of accurate end user location addresses is a concern if the Commission allows a carrier's demarcation point to be at the MPOE. In such situations, the carrier's physical serving terminal would be located at the MPOE and, thus, the tenant's address could feasibly be listed as the main address of the multi-tenant complex rather than the tenant's actual apartment or suite



address number. This could possibly result in emergency personnel not being able to identify the caller's exact location within the multi-tenant environment.

3. If an MPOE demarcation point is established, dial tone may only exist at the MPOE demarcation jack. If the wiring between the MPOE and the tenant's unit is not intact, the tenant will not receive dial tone in the living unit and, thus, will not have access to 911 service.

4. Access to 911 would be jeopardized if a party disconnected a carrier's wiring to, or at, the carrier's network interface jack. The Commission may wish to consider adopting a rule, consistent with Florida law, which specifies that a carrier's wiring and equipment must never be disturbed without approval of the carrier.

### **III. Other Issues not covered in I and II:**

**A. Access to Easements and Support Structures:** In consideration of BellSouth's obligation to provide service to all subscribers, BellSouth's filed tariffs obligate subscribers to provide easements and other supporting structures at no cost to BellSouth. (In a multi-tenant environment, the property owner usually, but not always, acts as an agent for all subscribers relative to these requirements.) In such cases it would appear to be inappropriate for the property owner to require compensation for access. Also, lease rates typically include access to common areas by tenants. Thus, double compensation for the same space could occur if the property owner also seeks to have carriers pay again for this space.

Certain supporting structures such as conduits, equipment rooms, plywood backboards, electrical outlets, etc. are "fixtures" of the property and remain in place for the benefit of the property owner, tenants or other telecommunications companies in the event that the incumbent carrier's services are disconnected. Thus, even in a totally deregulated environment, with no carrier designated as COLR, there remain very real and compelling arguments as to why property owners and/or subscribers should provide access to structures that are, or become, "fixtures". This is the case with plumbing, heating, cooling and any other infrastructure which is shared in whole or in part by tenants. This notwithstanding, it is BellSouth's position that in a fully competitive market with no COLR obligations, telecommunications carriers, subscribers and property owners will and should negotiate numerous terms and conditions, including the provision of structures, in order to arrive at mutually agreeable serving arrangements.

BellSouth is not in favor of any government-mandated standards for owner-provided support structures. BellSouth notes that existing national and local codes cover items which impact life/safety issues. Also, voluntary industry standards and methods exist which are readily available to concerned

owners(see ANSI/TIA/EIA Standards and BICSI design/installation manuals). In addition, COLR state and federal tariffs contain reasonably sufficient specifications on other support structure elements commonly used today. Any needed changes to these tariffed specifications should be addressed in separate Commission proceedings wherein all of the associated issues can be properly addressed; e.g., effect on subscriber rates, etc. In summary, BellSouth is of the opinion that existing rules and tariffs relative to COLR provisioning should be left intact and that, where Commission rules and tariffs are not currently applicable, then owners and carriers should be able to negotiate support structure issues without further Commission regulations.

**B. Access To Wiring And Equipment:** As described previously, the definition of “indirect access” proposed by BellSouth entails a carrier demarcation point at the Minimum Point Of Entry (MPOE) of the multi-tenant property.

In such a MPOE scenario, the resulting question arises: how do carrier services get extended from the MPOE to the end user? The most probable answer is via wiring which is installed and maintained by the property owner (or an agent of the owner), or perhaps by another carrier who the owner has permitted to install wiring and equipment.

A similar but clearly different scenario arises when a carrier is requested, or required by regulatory mandate, to place its demarcation points at end users’ premises but is not permitted by the property owner to install its own wiring on the property. Such a scenario exists on a limited basis in the Commission’s Shared Tenant Services (STS) rule whereby, in STS situations, BellSouth must utilize wiring owned by a third party if such wiring:

- a) meets requirements of the National Electrical Code (NEC) and
- b) can be accessed at costs which are no higher than the costs BellSouth would have incurred if it had installed its own wiring.

However, BellSouth’s position regarding the use of third party wiring and equipment is very straightforward. No carrier, whether a COLR or not, should be forced by regulatory dictate to use facilities owned by another party. All carriers should have the freedom to make a decision regarding such use on purely its own operational, technical and economic criteria.

Therefore, the current rule for use of third party wiring on STS properties is clearly deficient and should be revoked. There are so many operational factors and technical specifications to be taken into consideration relative to a carrier’s choice of transmission media and equipment that attempting to establish a “laundry list” administered by regulatory mechanisms is a futile endeavor. For

example, the NEC addresses only a very minute set of factors relative to wiring, all of which are oriented toward life/safety issues, not performance. Other voluntary industry standards, such as those promulgated by the American National Standards Institute in conjunction with the Telecommunications Industry Association and Electronics Industry Association (ANSI/TIA/EIA), attempt to address performance, however, even these organizations recognize that telecommunications providers utilize proprietary and individualized network architectures that do not always lend themselves to "cookie cutter" standards. Certainly, standardized media and equipment would make everyone's life easier in the telecommunications industry, but that simply is not the case today, nor will it be in the foreseeable future. All one has to do is read any telecommunications periodical to clearly see the widely diverse opinions on which media is "best". In point of fact, success in the marketplace is often a direct function of how effectively a telecommunications provider is able to differentiate its products, services and technologies.

What, for example, should BellSouth do if it intended to deploy fiber plant and a property owner's wiring consisted of metallic facilities which met NEC specifications and could be accessed at a reasonable cost? Should BellSouth modify its deployment plans to accommodate another party's technology choice? Should BellSouth's subscribers be denied the benefits of fiber technology? Should BellSouth take a step backward and modify systems and central office equipment to accommodate metallic plant? The answer to all these questions is a resounding NO! Nor should any other carrier be required to do so.

With the above rationale in mind, BellSouth's positions on the use and availability of premises wiring are summarized as follows:

1. Although certainly not a matter of regulatory mandate, property owners would be well advised to install support structures (conduit, etc.) which will reasonably facilitate the installation of media by multiple carriers. This just makes good common sense in today's environment. Doing so would obviate most if not all of the issues regarding shared use of wiring.

2. BellSouth is obligated to resell its services, and in its incumbent franchise area must also "unbundle" its network facilities and thus must share its wiring wherever technically feasible. Conversely, BellSouth expects that other carriers should similarly offer the resale and use their facilities to BellSouth when technically feasible.

3. If a property owner will not allow BellSouth to install its own wiring to the end user's premises, BellSouth would choose one of the following alternatives:

- a) Enter into a facilities-use contract with the owner of the premises wiring

and accept full responsibility for service to end users in accordance with existing tariffs and Commission rules and service indices. Furthermore, BellSouth will make every effort to ensure that the use of third party facilities is transparent to the end user. The decision to enter into a facilities-use contract would be solely BellSouth's.

- b) If an acceptable agreement cannot be reached with the owner of the premises wiring, BellSouth will place its demarcation points at the MPOE, assuming that the end user/subscriber accepts service in this manner, and that Commission Rules are modified to permit demarcation at the MPOE.
- c) If the Commission's premises demarc rule remains intact and an acceptable facilities-use agreement cannot be reached, BellSouth would be unable to provide service to the customer, and should then be relieved of its COLR obligations as to that service request.

4. BellSouth believes that the procedures outlined in (3 a,b,c) above make sense for all carriers and that no legislative or regulatory dictate should exist which would require any carrier to use wiring or equipment owned by another party, regardless of the circumstances. Terms and conditions of facilities-use contracts must be totally a matter of free market negotiation. ,

**C. Use Of Space:** BellSouth understands property owners' concerns that space for telecommunications equipment is a limited resource. Owners voice a concern that a plethora of serving carriers would require an inordinate amount of space on their properties. BellSouth believes that such a situation , while theoretically possible, is unlikely for several reasons:

- a) Given "X" amount of tenant floor space, there is some "Y" level of telecommunications needs, regardless of whether one or ten carriers are providing service. The Jones family may need two lines today versus one yesterday, however the fact that two carriers rather than one are providing service does not necessarily mean that double the space for wiring and equipment is needed. Industry standards attempt to quantify these factors and typically propose formulae that telecommunications designers utilize to plan "structured systems"; i.e., generic plans that are vendor transparent. Granting, however, that telecommunications needs are increasing and granting that generally more carriers may translate into more common space, there is nevertheless only just so much space that will be required to service a property. Property owners should retain the responsibility to adequately design and size their equipment rooms and support structures to handle reasonably expected demand for such spaces.

b) The trend in the telecommunications industry is for cables and equipment to reduce in size, not increase in size. For example, yesterday's 3600 pair copper cable requiring its own 4" conduit can now be replaced by one fiber optic cable which is no more than 5/8" in diameter.

BellSouth's positions relative to the space issue are summarized as follows:

1. As part and parcel of an owner's job to provide common services to tenants, owners should stand ready to accommodate their tenants' changing telecommunications needs and to make appropriate modifications to their space planning and sizing specifications.

2. It is wrong for owners to attempt to make compensation for space a profit-making endeavor.

3. Owners need to monitor the reasonableness of space usage by serving carriers.

**D. Access Time Issue:** Some owners apparently express concern over the need to provide carriers with seven days a week/24 hours a day ("7/24") access to buildings. BellSouth's experience has been that, normally, its ability to gain timely access is easily resolved with property owners. Both owners and carriers must have service to their tenants and customers as a common and overriding objective. In its selection process, owners are able to discern the viability of carriers relative to their ability to provide timely, reliable service. If a selected carrier wishes, or is forced by regulatory mandate, to provide 7/24 service to tenants, the owner should make arrangements to accommodate this need. Also, if tenants in the building need 7/24 support, the property owner, as a matter of good business practices, should facilitate the satisfaction of this tenant need.

Recently, BellSouth has experienced isolated cases where access for installation and repair service has become an problem. The Commission should, therefore, investigate the prevalence of such difficulties and, if necessary, consider adopting rules which require the fullest possible access rights since such access is clearly in the public interest.

The individual nature of tenant needs may or may not require off-hour access. BellSouth believes that the access time issue should, ideally, not be the subject of governmental oversight or regulation. But key to this assumption is that owners inform tenants before a lease is signed if access by utilities is limited. That way, tenants whose business depends on 7/24 service can freely opt to select another property where access is not limited.

If BellSouth is forced to pay additional fees to access tenant, then BellSouth will pass these fees along to the tenants in the building (the cost carrier scenario).

Respectfully submitted this 29th day of July, 1998.

BELLSOUTH TELECOMMUNICATIONS, INC.

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