

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:

DOCKET NO. 140156-TP

PETITION BY COMMUNICATIONS
AUTHORITY, INC. FOR
ARBITRATION OF SECTION 252 (B)
INTERCONNECTION AGREEMENT WITH
BELLSOUTH TELECOMMUNICATIONS,
LLC D/B/A AT&T FLORIDA.

VOLUME 4

(Pages 531 through 707)

PROCEEDINGS: HEARING

COMMISSIONERS
PARTICIPATING: COMMISSIONER RONALD A. BRISÉ
COMMISSIONER JULIE I. BROWN
COMMISSIONER JIMMY PATRONIS

DATE: Thursday, May 7, 2015

TIME: Commenced at 8:39 a.m.
Concluded at 11:29 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: LINDA BOLES, CRR, RPR
Official FPSC Reporter
(850) 413-6734

APPEARANCES: (As heretofore noted.)

I N D E X

WITNESSES

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EXHIBITS

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P R O C E E D I N G S

(Transcript continues in sequence following
Volume 3.)

COMMISSIONER BRISÉ: All right. Good morning once again. Thank you for being here this morning. We hope to continue on the same type of trend that we had on yesterday, being very efficient. And we thank all of you for being efficient and getting everything that you need in order so that as we go through this process, we can -- we get everything that we need so we can come up with a good decision.

And so with that, we are reconvening, and today is, what, the 6th? Wow, it's the 6th.

COMMISSIONER PATRONIS: 7th.

COMMISSIONER BRISÉ: 7th. Okay. Thank you. So today is the 7th. It is 8:39, and Docket No. 140156-TP. And I believe that AT&T was going to call their next witness, and so at this time you may proceed.

MR. HATCH: Thank you, Commissioners. Good morning.

AT&T would call Susan Kemp to the stand.
Whereupon,

SUSAN KEMP

was called as a witness on behalf of AT&T Florida and, having first been duly sworn, testified as follows:

EXAMINATION

1
2 **BY MR. HATCH:**

3 **Q** Good morning, Ms. Kemp. You were previously
4 sworn yesterday; is that correct?

5 **A** Yes.

6 **Q** And I would remind you you're still under oath
7 today.

8 Could you please state your name and address
9 for the record, please.

10 **A** Susan Kemp, 311 South Akard, Dallas, Texas
11 75202.

12 **Q** And by whom are you employed and in what
13 capacity?

14 **A** AT&T Services, Inc., and my title is Associate
15 Direct, Wholesale Regulatory Policy and Support.

16 **Q** Did you prepare and cause to be filed in this
17 proceeding direct testimony consisting of 66 pages?

18 **A** Yes.

19 **Q** Did you also prepare and cause to be filed in
20 this proceeding rebuttal testimony consisting of 30
21 pages?

22 **A** Yes.

23 **Q** Do you have any corrections or changes to your
24 direct or rebuttal testimony?

25 **A** I do have one correction to my direct on page

1 8, line 1. It should say Issue 3.

2 Q Subject to that correction, if I were to ask
3 you all the questions that are in your direct and
4 rebuttal testimony today, would your answers be the same?

5 A Yes.

6 MR. HATCH: Mr. Chairman, I would request that
7 Ms. Kemp's direct and rebuttal be inserted into the
8 record as though read.

9 COMMISSIONER BRISÉ: Sure. At this time we
10 will insert Ms. Kemp's direct and rebuttal testimony
11 into the record. Are there any objections?

12 MR. TWOMEY: None.

13 COMMISSIONER BRISÉ: Okay. Hearing none, it's
14 in the record.

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, AND BUSINESS ADDRESS.

A. My name is Susan Kemp. My business address is 311 S. Akard Street, Dallas, Texas 75202.

Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A. I am an Associate Director – Wholesale Regulatory Policy and Support for AT&T Services, Inc. I work on behalf of the AT&T incumbent local exchange carriers (“ILECs”) throughout AT&T’s 21-state ILEC territory. I am responsible for providing regulatory and witness support relative to various wholesale products and pricing, supporting negotiations of local interconnection agreements (“ICAs”) with Competing Local Exchange Carriers (“CLECs”) and Commercial Mobile Radio Service (“CMRS”) providers, participating in state commission and judicial proceedings, and guiding compliance with the federal Telecommunications Act of 1996 (“1996 Act” or “Act”) and its implementing rules.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My career with AT&T spans 27 years, the last 16 of which have been spent working in wholesale organizations that support and interact with CLECs and CMRS providers. In addition to my current role, I have held management and supervisory positions in contract management, negotiations support, negotiations, and regulatory support.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN ANY REGULATORY PROCEEDINGS?

1 A. Yes. I have submitted testimony and affidavits and/or appeared in regulatory
2 proceedings in two states where AT&T ILECs provide local service.

3 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

4 A. BellSouth Telecommunications, LLC d/b/a AT&T Florida, which I refer to as
5 AT&T Florida.

6 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

7 A. I will discuss AT&T Florida's positions on arbitration Issues 1-10, 31, 44, 48, 50-
8 59, 62, 64-66.

9 **Q. ARE SOME OF THOSE ISSUES PURE LEGAL ISSUES?**

10 A. Yes, they are. And what I mean by that is that there are some issues whose
11 resolution depends entirely on the application of the 1996 Act and/or the FCC's
12 regulations implementing the 1996 Act. These pure legal issues do not involve
13 any factual disagreements or policy questions.

14 **Q. ARE YOU A LAWYER?**

15 A. No, I am not.

16 **Q. THEN WHAT IS THE PURPOSE OF YOUR TESTIMONY ON PURE**
17 **LEGAL ISSUES.**

18 A. The purpose of my testimony on those issues is simply to inform the Commission
19 of what AT&T Florida's position is and what it is based on – based on input
20 provided to me by counsel. The real experts on these issues are the lawyers, and
21 ultimately, the Commission should rely on the arguments in the parties' briefs to

1 resolve the pure legal issues. In fact, I will not necessarily set forth in this
2 testimony the full legal support for AT&T Florida's positions that will appear in
3 the briefs. Thus, my testimony on the pure legal issues is intended only to
4 provide a preview, based on information provided by counsel, of the arguments
5 the Commission will see in AT&T Florida's briefs.

6 **Q. HOW WILL THE READER OF YOUR TESTIMONY KNOW WHICH OF**
7 **THE ISSUES YOU DISCUSS ARE PURE LEGAL ISSUES?**

8 A. I will make that clear in my discussion of the individual issues.

9 **II. DISCUSSION OF ISSUES**

10 **ISSUE 1: IS AT&T FLORIDA OBLIGATED TO PROVIDE UNES FOR THE**
11 **PROVISION OF INFORMATION SERVICES?**

12 **Affected Contract Provision: UNE Attachment § 4.1**

13 **Q. WHAT IS THE DISPUTE IN ISSUE 1?**

14 A. Issue 1 involves section 4.1 of the UNE Attachment. AT&T Florida's proposed
15 language states that it will provide UNEs for CA to use to provide a
16 telecommunications service. CA's proposed language, by contrast, would require
17 AT&T Florida to provide UNEs for use by CA "in any technically feasible
18 manner." Although the disputed language does not make it apparent, CA's
19 position statement in the DPL and the issue statement above show that CA's main
20 goal is to use UNEs to provide information services.

21 **Q. IS AT&T FLORIDA'S POSITION CONSISTENT WITH THE 1996 ACT?**

22 A. Yes. This is a pure legal issue, and I will summarize AT&T Florida's position as
23 I understand it from counsel. Section 251(c)(3) of the 1996 Act requires ILECs to

1 provide access to UNEs “*for the provision of a telecommunications service . . .*”
2 47 U.S.C. § 251(c)(3) (emphasis added); *see also* 47 C.F.R. § 51.307(c) (ILECs
3 must provide access to UNEs “in a manner that allows the requesting carrier *to*
4 *provide any telecommunications service . . .*”) (emphasis added). AT&T Florida’s
5 language appropriately reflects this requirement.

6 **Q. IS CA’S POSITION CONSISTENT WITH THE 1996 ACT?**

7 A. No. CA’s proposed language (use of UNEs “in any technically feasible manner”)
8 ignores the fact that federal law only requires AT&T Florida to provide UNEs
9 “for the provision of a telecommunications service.” CA’s proposed language
10 would require AT&T Florida to provide UNEs to CA solely for the purpose of
11 providing information services. That would be unlawful, because “information
12 service” and “telecommunications service” are different things. The terms are
13 defined differently in the 1996 Act and in FCC rules and the two categories of
14 service are regulated differently. *See* 47 U.S.C. §§ 153(20) & (46); 47 C.F.R.
15 § 51.5. As one treatise explains, “[t]he 1996 Act’s complementary definitions of
16 ‘telecommunications service’ and ‘information service’ are drafted to cover
17 mutually exclusive territory. . . . There is no hint in the Act that Congress
18 expected the categories of telecommunications and information services to be
19 anything other than mutually exclusive.” Huber, Kellogg & Thorne, *Federal*
20 *Telecommunications Law*, § 12.2.3 at 1078-79 (2d ed. 1999).

21 **Q. WHAT ALTERNATIVES ARE AVAILABLE FOR CA TO PROVISION**
22 **INFORMATION SERVICES TO ITS CUSTOMERS?**

1 A. To name a few, CA may self-provision facilities, lease them from third parties, or
2 lease them from AT&T Florida's intrastate Special Access Tariff.

3 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 1?**

4 A. The Commission should adopt AT&T Florida's proposed language, which
5 comports with controlling federal law, and reject CA's proposed language, which
6 does not.

7 **Q. IF THE COMMISSION DOES ADOPT AT&T FLORIDA'S LANGUAGE,
8 DOES THAT MEAN CA WILL BE PROHIBITED FROM USING UNES
9 TO PROVIDE INFORMATION SERVICES?**

10 A. No. As long as CA is using a UNE to provide telecommunications service, it may
11 also use the UNE to provide information service.

12 **ISSUE 2: IS CA ENTITLED TO BECOME A TIER 1 AUTHORIZED
13 INSTALLATION SUPPLIER (AIS) TO PERFORM WORK
14 OUTSIDE ITS COLLOCATION SPACE?**

15 **Affected Contract Provision: Collocation Attachment § 1.7.3**

16 **Q. IS CA ENTITLED TO BECOME AN APPROVED AIS VENDOR FOR
17 THE PURPOSE OF PERFORMING WORK OUTSIDE ITS
18 COLLOCATION SPACE?**

19 A. No. Neither CA nor any other CLEC has an inherent right to become a Tier 1
20 Authorized Installation Supplier ("AIS").

21 **Q. WHAT IS AN AUTHORIZED INSTALLATION SUPPLIER?**

22 A. An AIS is an entity that is qualified and selected to install facilities and equipment
23 in a central office and perform other work within the central office. There are two
24 types of AIS: Tier 1 and Tier 2. A Tier 1 supplier is authorized to perform work

1 throughout the central office for any entity with facilities in the central office,
2 including CLECs and AT&T Florida. Each Tier 1 AIS has demonstrated its
3 qualifications and competence to perform work on behalf of carriers in AT&T
4 Florida central offices. A complete description of a Tier 1 AIS qualification and
5 selection process is shown in Exhibit SK-1. A Tier 2 supplier is authorized to
6 perform work only on its own equipment in its own collocation space. Tier 2
7 suppliers are simply required to attend a one-day training course regarding AT&T
8 Florida central office awareness.

9 **Q. WHAT IS THE PRINCIPAL DIFFERENCE BETWEEN A TIER 1 AND**
10 **TIER 2 AIS?**

11 A. The principal difference is one of scope of permissible work in a central office. A
12 Tier 1 AIS has access to, and is allowed to perform work on, all the equipment in
13 a central office both for AT&T Florida and all CLECs collocated in that office. A
14 Tier 2 AIS is confined to its own equipment in its own collocation space. There is
15 an enormous responsibility and potential risk inherent in having access to
16 everyone's equipment in a central office. The process for becoming a Tier 1 AIS
17 is therefore extensive and rigorous.

18 **Q. WHAT ARE THE IMPLICATIONS OF CA'S ASSERTED**
19 **ENTITLEMENT TO BECOME A TIER 1 AIS?**

20 A. First, there is no entitlement. There is nothing in the 1996 Act, the FCC's Rules
21 or any Commission order that entitles a CLEC to become a Tier 1 AIS. Second, if
22 the Commission were to endow CA with such a right in this case, it would have to
23 do the same for every other CLEC in Florida. There is significant risk in allowing

1 any vendor access to every carrier’s equipment in a central office, and mandating
2 that all CLECs be permitted access to every other carrier’s equipment in a central
3 office would substantially increase the risk of damage or destruction of equipment
4 in that office, as well as danger to other personnel.

5 **Q. IS AT&T FLORIDA CURRENTLY ACCEPTING APPLICATIONS FOR**
6 **TIER 1 AIS VENDORS?**

7 A. No. There are 87 vendors on the Tier 1 list as of January 2015, each of which is
8 authorized to perform work in any AT&T central office across AT&T’s footprint.
9 AT&T Florida is not aware of any shortage of Tier 1 vendors to perform work in
10 a timely fashion either for itself or for CLECs.

11 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

12 A. The Commission should reject CA’s proposed language for section 1.7.3 of the
13 Collocation Attachment that would create an entitlement for any vendor to
14 become a Tier 1 AIS.

15 **ISSUE 3: WHEN CA SUPPLIES A WRITTEN LIST FOR SUBSEQUENT**
16 **PLACEMENT OF EQUIPMENT, SHOULD AN APPLICATION**
17 **FEE BE ASSESSED?**

18 **Affected Contract Provision: Collocation Attachment § 3.17.3.1**

19 **Q. DOES AT&T FLORIDA IMPOSE AN ADDITIONAL CHARGE ON CA**
20 **FOR REVIEW OF CA-FURNISHED EQUIPMENT THAT DOES NOT**
21 **APPEAR ON THE ALL EQUIPMENT LIST (“AEL”)?**

22 A. No. Although AT&T Florida does not accept CA’s proposed language, it offers
23 the following proposed language for the end of section 3.17.3.1 in an effort to

1 resolve this Issue ³⁻¹⁸~~5b~~: "AT&T Florida shall not charge any separate fee for review
2 under this subsection."

3 **ISSUE 4a: IF CA IS IN DEFAULT, SHOULD AT&T FLORIDA BE**
4 **ALLOWED TO RECLAIM COLLOCATION SPACE PRIOR TO**
5 **CONCLUSION OF A DISPUTE REGARDING THE DEFAULT?**

6 **Affected Contract Provision: Collocation Attachment § 3.20.1**

7 **ISSUE 4b: SHOULD AT&T FLORIDA BE ALLOWED TO REFUSE CA'S**
8 **APPLICATIONS FOR ADDITIONAL COLLOCATION SPACE OR**
9 **SERVICE OR TO COMPLETE PENDING ORDERS AFTER AT&T**
10 **FLORIDA HAS NOTIFIED CA IT IS IN DEFAULT OF ITS**
11 **OBLIGATIONS AS COLLOCATOR BUT PRIOR TO**
12 **CONCLUSION OF A DISPUTE REGARDING THE DEFAULT?**

13 **Affected Contract Provision: Collocation Attachment § 3.20.2**

14 **Q. WHAT IS THE DISAGREEMENT UNDERLYING ISSUES 4a AND 4b?**

15 A. The parties have agreed in Collocation sections 3.20.1 and 3.20.2 that if CA
16 defaults on its obligations as Collocator, AT&T Florida will have certain
17 remedies, including reclaiming collocation space and refusing to process new or
18 pending collocation orders. CA proposes to add language to those two provisions
19 that would prohibit AT&T Florida from exercising those remedies if CA is
20 pursuing dispute resolution, including litigation and any subsequent appeals.
21 Specifically, CA proposes to add the following at the end of both section 3.20.1
22 and section 3.20.2:

23 *This provision shall not apply until the conclusion of any*
24 *dispute resolution process initiated by either party under this*
25 *agreement where CA has disputed the alleged default,*
26 *including any regulatory proceeding, litigation or appellate*
27 *proceeding.*

28 AT&T Florida opposes this language.
29

1 **Q. WHY?**

2 A. If CA breaches its collocation obligations, AT&T Florida should not be forced to
3 suffer the consequences of continuing to provide collocation services to CA. For
4 instance, if CA fails to pay material amounts it owes for collocation services,
5 AT&T Florida should not have to incur additional financial loss by allowing CA
6 to remain collocated or to obtain additional collocation space that it cannot or will
7 not pay for. Similarly, if CA’s default is a failure to follow safety requirements
8 that protect the personnel or equipment of other collocators, and of AT&T
9 Florida, CA should not be allowed to continue to collocate, and to continue the
10 violation – and the endangerment of those personnel or equipment – during the
11 potentially very long period while CA is disputing the violation through appeals.

12 **Q. HOW LONG WOULD THE DISPUTE RESOLUTION LAST?**

13 A. It would last as long as it takes the Commission to resolve the matter, plus the
14 duration of any appeal – initially to a federal district court and then, in many
15 cases, to a federal court of appeals. That is likely to be a matter of years.

16 **Q. DO THE REMEDIES THAT SECTIONS 3.20.1 AND 3.20.2 MAKE**
17 **AVAILABLE FOR COLLOCATION DEFAULTS APPLY TO ALL**
18 **COLLOCATION DEFAULTS?**

19 A. No, they only apply to material defaults, because of a contract language change
20 AT&T Florida recently made in response to a question from Staff. In connection
21 with Issue 4a, Staff asked the following interrogatory: “According to AT&T
22 Florida, what substantiates a ‘default’? Does AT&T Florida have various default
23 categories in place to address this type of situation? Please explain in

1 detail.” AT&T Florida responded, in part, that it does not have categories of
2 default. But since it appeared that Staff might be concerned about the remedies
3 for collocation defaults applying to all defaults, regardless of severity, AT&T
4 Florida adjusted the pertinent contract language so that the remedies made
5 available by sections 3.20.1 and 3.20.2 apply only to *material* defaults.¹

6 **Q. ARE THERE STEPS CA CAN TAKE TO PREVENT AT&T FLORIDA**
7 **FROM RECLAIMING COLLOCATION SPACE OR REFUSING TO**
8 **PROCESS REQUESTS FOR ADDITIONAL COLLOCATION SPACE**
9 **WHEN AT&T FLORIDA NOTIFIES CA IT IS IN DEFAULT?**

10 A. Yes. First and foremost, CA can cure its default. The agreed language does not
11 allow AT&T Florida to reclaim collocation space or refuse to process collocation
12 requests until 60 days after AT&T Florida notifies CA of the default. That is
13 ample time for CA to cure its default, for instance by paying past due amounts,
14 correcting safety violations or ceasing to violate the operational requirements of
15 the collocation attachment.

16 Furthermore, if CA maintains it is not in default, CA is free to initiate a
17 proceeding to determine whether it is or is not default. Although I am not a
18 lawyer, it is my general understanding that in such a proceeding, CA could fairly
19 quickly obtain an order temporarily prohibiting AT&T Florida from taking action
20 against CA by showing that the action would significantly harm CA and that CA
21 is likely to show that it is not in default.

¹ Oddly, CA has not accepted AT&T Florida’s addition of the word “materially,” notwithstanding that the change operates to CA’s benefit.

1 **Q. BUT WITHOUT THE LANGUAGE CA IS PROPOSING, ISN'T CA STILL**
2 **SUBJECT TO POSSIBLY UNJUSTIFIED AND VERY HARMFUL**
3 **ACTION BY AT&T FLORIDA BASED ON AN INCORRECT CLAIM**
4 **THAT CA IS IN DEFAULT?**

5 A. No. AT&T Florida is well aware that if it were to reclaim CA's collocation space
6 or refuse a CA request for collocation based on its belief that CA is in default,
7 AT&T Florida would face potentially enormous liability to CA if AT&T Florida
8 could not prove that it was right. This ensures that AT&T Florida will be
9 extraordinarily cautious in exercising those remedies if CA disputes the default.

10 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 4a AND 4b?**

11 A. The Commission should reject CA's proposal to prohibit AT&T Florida from
12 exercising the remedies the ICA provides for a material default by CA in the
13 event that CA disputes the default. Otherwise, AT&T Florida, and other carriers
14 collocated near CA, would be subject to prolonged and possibly dangerous
15 defaults by CA.²

16 **ISSUE 5: SHOULD CA BE REQUIRED TO PROVIDE AT&T FLORIDA**
17 **WITH A CERTIFICATE OF INSURANCE PRIOR TO STARTING**
18 **WORK IN CA'S COLLOCATION SPACE ON AT&T FLORIDA'S**
19 **PREMISES?**

20 **Affected Contract Provision: Collocation Attachment § 4.6.2**

21 **Q. WHAT IS THE DISAGREEMENT THAT GIVES RISE TO ISSUE 5?**

22 A. It is not the disagreement suggested by the statement of the issue above, because
23 the parties have agreed in Collocation section 4.6.2 that, "A certificate of

² In her testimony on Issue 19, AT&T Florida witness Pellerin provides additional detail on some of the points I have made in my discussion of Issue 4b.

1 insurance stating the types of insurance and policy limits provided the Collocator
2 must be received prior to commencement of any work.” Thus, it is a given that
3 CA must provide a certificate of insurance before it can start work in a collocation
4 space. This stands to reason, because the required insurance is necessary to
5 protect personnel and equipment in the collocation space and central office.

6 The actual disagreement concerns the situation in which CA breaches its
7 obligation to provide an insurance certificate before it starts work. In that
8 scenario, CA of course must cure its breach, but the parties disagree on how long
9 CA should have to do so. AT&T Florida proposes that CA should have five
10 business days. CA proposes 30 thirty calendar days.

11 **Q. WHAT IS WRONG WITH CA’S PROPOSAL?**

12 A. It is patently unreasonable. The parties have agreed that insurance *must* be in
13 place before any collocation work is commenced. This recognizes that it is
14 essential for CA, as a collocated CLEC that has access to secure buildings and
15 expensive equipment, to carry insurance in order to protect against the financial
16 consequences of insurable events. To give CA 30 days to cure its breach while
17 CA continues to work in the collocation space, and thus to create the dangers
18 against which the agreed insurance is supposed to protect, would make a mockery
19 of the agreement that insurance must be in place *before* work begins. If CA
20 breaches that obligation, it would be perfectly reasonable to require CA to stop
21 work until it obtains insurance and provides the required certificate. The five-day

1 grace period that AT&T Florida proposes is generous, and is sufficient for CA to
2 cure its breach.

3 **Q. CA CLAIMS IN ITS COMMENTS THAT IT CANNOT OBTAIN**
4 **INSURANCE IN FIVE DAYS AND THAT “MOST INSURANCE**
5 **CARRIERS HAVE REFUSED TO WRITE SUCH COVERAGE FOR**
6 **CLECS.”³ HOW DO YOU RESPOND?**

7 A. First, CA will not have to obtain insurance within five days if it abides by the
8 agreement. All it needs to do is obtain the insurance before it begins collocation
9 work, as the contract requires. The five days comes into play only after AT&T
10 Florida notifies CA that it breached its contractual obligation to provide the
11 insurance certificate before starting work. CA is in control of the timing of its
12 collocation work and can make arrangements for insurance well in advance of
13 starting work.

14 Second, CA’s assertion that “most insurance carriers have refused to write
15 such coverage for CLECs” is, to say the least, problematic. If the assertion is
16 true, one has to wonder why CA committed to obtaining the required coverage in
17 the first place. Indeed, the assertion counsels in favor of a shorter grace period, or
18 no grace period, not a longer one. If it is likely that CA cannot obtain the required
19 insurance coverage at all, then CA should not be operating in AT&T Florida’s
20 collocation space, even for five business days (let alone 30).

21 In any event, AT&T Florida disputes CA’s contention that obtaining the
22 required coverage is extremely difficult, if not impossible. CLECs have been

³ When I refer to CA’s Comments, I mean the comments on each issue that CA included in Exhibit B to its Petition for Arbitration.

1 collocating in AT&T Florida's premises for nearly 20 years and have been subject
 2 to similar insurance requirements. Other CLECs have not expressed concerns
 3 about complying with the insurance provisions and AT&T Florida has not had
 4 issues with CLEC non-compliance.

5 **Q. CA ALSO PROPOSES LANGUAGE TO "CLARIFY" THAT AT&T**
 6 **FLORIDA MAY NOT OBTAIN INSURANCE ON BEHALF OF CA "IF CA**
 7 **HAS NOT COMMENCED THE WORK FOR WHICH THE INSURANCE**
 8 **IS REQUIRED TO COVER." IS THIS LANGUAGE APPROPRIATE?**

9 A No. On the contrary, the language is unclear and nonsensical. The scenario being
 10 addressed in § 4.6.2 only arises if CA has begun work in the collocation space and
 11 has not obtained the required insurance certificate. AT&T Florida can only send
 12 out a deficiency notice if there is a deficiency, and there can be no deficiency
 13 unless work has commenced without the required insurance certificate having
 14 been provided. Since the five (or 30) day cure period will not begin to run until
 15 work has commenced (and a subsequent deficiency notice has been sent), it
 16 follows that the remedy that arises *after* the cure period expires will also not occur
 17 until after work has commenced. Thus, CA's clarification language is
 18 unnecessary and potentially confusing.

19 **ISSUE 6: SHOULD AT&T FLORIDA BE ALLOWED TO RECOVER ITS**
 20 **COSTS WHEN IT ERECTS AN INTERNAL SECURITY**
 21 **PARTITION TO PROTECT ITS EQUIPMENT AND ENSURE**
 22 **NETWORK RELIABILITY AND SUCH PARTITION IS THE**
 23 **LEAST COSTLY REASONABLE SECURITY MEASURE?**

24 **Affected Contract Provision: Collocation Attachment § 4.11.3.4**

25 **Q. SHOULD AT&T FLORIDA BE ALLOWED TO RECOVER ITS COSTS**
 26 **TO ERECT AN INTERNAL SECURITY PARTITION TO PROTECT ITS**

1 **EQUIPMENT IF SUCH PARTITION IS THE LEAST COSTLY**
2 **REASONABLE SECURITY MEASURE?**

3 A. Yes. AT&T Florida must be able to protect its equipment and the equipment of
4 other collocators, and is entitled to recover the costs of such protection.

5 A partition is a physical barrier that separates a CLEC’s collocation space
6 from other CLECs’ or AT&T Florida’s space. It can range from a wire mesh cage
7 screen to fully framed walls. In some situations, a security partition is the least
8 costly reasonable security measure. In other situations, the least costly reasonable
9 security measure is to place the Collocator’s equipment in a different location
10 (i.e., isolation). AT&T Florida will use the least cost, most efficient solution –
11 whether partition, isolation or some other measure – as indicated by the
12 circumstances of the individual case. The agreed language regarding security
13 partition follows that approach, by allowing AT&T Florida to recover the cost of
14 a security partition only “if the partition costs are lower than the costs of any other
15 reasonable security measure for such Eligible Structure.” The agreed language
16 further provides that the Collocator will not “be required to pay for both an
17 interior security partition ... and any other reasonable security measure for such
18 Eligible Structure.” This approach is fair and reasonable.

19 **Q. ARE SECURITY PARTITIONS COMMON?**

20 A. No, but one could be necessitated by environmental or safety conditions. For
21 example, if a CLEC’s equipment generates substantial heat, it may affect nearby
22 CLEC equipment or AT&T Florida equipment. The most economical solution

1 could be to wall off the collocation space to minimize the increased cooling
2 capacity that must be installed to cool the equipment.

3 **Q. HAS AT&T FLORIDA EVER ERECTED AN INTERNAL SECURITY**
4 **PARTITION?**

5 A. It seems it has not. To the best of AT&T Florida's knowledge (by which I mean
6 my knowledge and the knowledge of collocation experts I consulted with), neither
7 AT&T Florida nor any other AT&T ILEC has ever erected an internal security
8 partition. AT&T Florida wants to retain the right to do so if it becomes necessary
9 in the future, however, perhaps in light of changes in technology. Section
10 4.11.3.4 provides the appropriate flexibility to address future technology needs,
11 while protecting CA by limiting cost recovery to those instances where a security
12 partition is the least costly reasonable measure.

13 **Q. CA PROPOSES TO LIMIT AT&T FLORIDA'S RIGHT TO RECOVER**
14 **THE COST OF A SECURITY PARTITION TO THE SITUATION**
15 **WHERE CA OR ITS AGENT HAS COMMITTED WRONGDOING OR**
16 **VIOLATED THE PARTIES' AGREEMENT ON AT&T FLORIDA'S**
17 **PROPERTY. WOULD THAT BE REASONABLE?**

18 A. No, it is not. If CA's presence on AT&T Florida's premises creates the need for a
19 security partition, CA should bear the cost – whether or not CA has done
20 something wrongful. And indeed, some reasons a partition might be necessary
21 have nothing to do with wrongdoing. For instance, in my example above, where a
22 collocator's equipment required specialized cooling, it might make the most sense
23 to partition off that area. That has nothing to do with anyone doing anything
24 wrong.

1 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 6?**

2 A. It should reject CA's proposal to permit AT&T Florida to recover the costs of a
3 necessary security partition from CA only if CA is guilty of wrongdoing.

4 **ISSUE 7a: UNDER WHAT CIRCUMSTANCES MAY AT&T FLORIDA**
5 **CHARGE CA WHEN CA SUBMITS A MODIFICATION TO AN**
6 **APPLICATION FOR COLLOCATION, AND WHAT CHARGES**
7 **SHOULD APPLY?**

8 **Affected Contract Provision: Collocation Attachment § 7.4.1**

9 **Q WHEN CA MODIFIES A COLLOCATION APPLICATION IS REVIEW**
10 **OF THE APPLICATION REQUIRED?**

11 A. Yes. When a CLEC makes a substantive change to a collocation application,
12 whether an initial application or an augment, the modified application must be
13 reviewed. The collocation application is required to inform AT&T Florida about
14 what equipment and facilities the CLEC wants to collocate and the type of
15 interconnection needed by the CLEC. When a pending application is modified,
16 the modified application must be reviewed for the same reasons. When an
17 application is changed, the review must look at the entire application to see what
18 changed, as well as what needs to change to accommodate the revised application.
19 Whether in an initial or an augment scenario, the application is required in order
20 to provide AT&T Florida with sufficient information to evaluate whether the
21 proposed equipment is authorized for collocation, is compatible with the other
22 technical requirements in the central office, and is safe to install.

23 **Q IS AN APPLICATION FEE REQUIRED FOR THE REVIEW OF EACH**
24 **APPLICATION?**

1 A. Yes. A revised application requires review as much as an initial application.
2 Accordingly, AT&T Florida is entitled to recover the costs associated with the
3 review of the application and any subsequent modifications.⁴

4 **Q. WHAT IS THE PARTICULAR DISPUTED LANGUAGE IN THE ICA?**

5 A. The bolded/italicized language is proposed by CA and opposed by AT&T Florida:

6 7.4.1 If a modification or revision is made to any information
7 in the Application after AT&T-21STATE has provided the
8 Application response and prior to a BFFO, with the exception
9 of modifications to (1) Customer Information, (2) Contact
10 Information or (3) Billing Contact Information, whether at the
11 request of Collocator or as necessitated by technical
12 considerations, the Application shall be considered a new
13 Application and handled as a new Application with respect to
14 the response and provisioning intervals. AT&T-21STATE will
15 charge Collocator the appropriate Application/Augment fee
16 associated with the level of assessment performed by AT&T-
17 21STATE. ***This provision shall not apply if AT&T-21STATE***
18 ***requested or required the revision or modification, in which***
19 ***case no additional charges shall apply. This provision shall***
20 ***not apply if the revision results in no change in the number,***
21 ***type or size of cables, or floor space, and has no other cost***
22 ***impact on AT&T-21STATE.***
23

24 **Q. WHAT ARE THE IMPLICATIONS OF CA’S PROPOSED LANGUAGE?**

25 A. The language proposed by CA is an attempt to shift the cost of review of all
26 reviews subsequent to the first application to AT&T Florida despite the necessity
27 of review of all applications as discussed previously. As noted in the undisputed
28 portion of the language above, AT&T Florida does not ask for a revision to an
29 application unless a review shows a change needs to be made for technical

⁴ Collocation Attachment, Section 7.4 provides exceptions to the rule that modified applications are subject to application fees: 1) Customer name, 2) Contact information, or 3) Billing Contact information.

1 reasons, for example: If the customer requests an entrance facility and the ducts
2 are full, the application would need to be revised to remove the entrance cable, or
3 if the customer requests non-standard power, and subsequently decides to change
4 it to request standard power. Keep in mind, the fee is associated with the level of
5 assessment performed by AT&T Florida. Further, CA's proposal would eliminate
6 one significant incentive to provide accurate complete information on its
7 applications the first time. Absence of any financial incentive to get it right the
8 first time will inevitably encourage lackadaisical behavior for CA and every
9 CLEC that obtains this provision in its ICA.

10 **Q. IS THERE ANY MERIT TO CA'S PROPOSAL FOR AN EXEMPTION TO**
11 **AN APPLICATION FEE WHEN THERE IS NO CHANGE IN THE SIZE**
12 **OR NUMBER OF CABLES?**

13 A. No. The number or size of cables and whether they change is irrelevant to the
14 fact that any proposed change to a collocation arrangement necessitates a review
15 of the changes. It is this review that requires an application fee, not the
16 underlying physical changes. A proposed change requires an application review
17 which in turn requires an application fee to allow for AT&T Florida to recover its
18 costs caused by the review process. When there is a change to a collocation
19 application, a review is required and an application fee is necessary.

20 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

21 A. The Commission should reject CA's proposed additional language shown above
22 in Collocation Attachment, Section 7.4.1.

1 **ISSUE 7b: WHEN CA WISHES TO ADD TO OR MODIFY ITS**
 2 **COLLOCATION SPACE OR THE EQUIPMENT IN THAT SPACE,**
 3 **OR TO CABLE TO THAT SPACE, SHOULD CA BE REQUIRED**
 4 **TO SUBMIT AN APPLICATION AND TO PAY THE**
 5 **ASSOCIATED APPLICATION FEE?**

6 **Affected Contract Provision: Collocation Attachment § 7.5.1**

7 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

8 A. This issue is essentially the same as Issue 7a. This issue deals with augments to
 9 the collocation arrangement rather than modifications to the application for
 10 collocation. The analysis and the result should be the same as issue 7a. There is,
 11 however, a difference in the specific language proposed by CA. CA proposes to
 12 delete the word “equipment” from Collocation Attachment section 7.5.1 and to
 13 add the language in bold italics:

14 7.5.1 A request from a collocator to add or modify space,
 15 **equipment**, and/or cable to an existing collocation arrangement
 16 is considered an augment. Such a request must be made via a
 17 complete and accurate application. *This provision shall not*
 18 *apply and no fee shall be due if collocator is installing or*
 19 *replacing collocated equipment in its own space, without*
 20 *requesting any action by AT&T even if collocator submits*
 21 *updated equipment designations to AT&T in accordance with*
 22 *this agreement.*

23 CA’s proposed language is another attempt to shift the cost of review of changes
 24 to CA’s collocation arrangement to AT&T Florida. Further, it could be read to
 25 suggest that CA has the ability to modify its equipment and facilities in its
 26 collocation space with no oversight at all. Neither is acceptable. As explained
 27 previously, the augment application will be reviewed by AT&T Florida to ensure
 28 that the collocator’s equipment and facilities are compliant with the standards set
 29 out in Section 3.18.1, and meet the requirements for “necessary equipment” and

1 to ensure the revision causes no adverse effect either on equipment or personnel.
 2 The cost caused by this review must be recovered from the cost causer. CA's
 3 proposed changes to section 7.5.1 must be rejected in its entirety.

4 **ISSUE 8: IS 120 CALENDAR DAYS FROM THE DATE OF A REQUEST**
 5 **FOR AN ENTRANCE FACILITY, PLUS THE ABILITY TO**
 6 **EXTEND THAT TIME BY AN ADDITIONAL 30 DAYS,**
 7 **ADEQUATE TIME FOR CA TO PLACE A CABLE IN A**
 8 **MANHOLE?**

9 **Affected Contract Provision: Collocation Attachment § 14.2**

10 **Q. IS 120 CALENDAR DAYS FROM THE DATE OF A REQUEST FOR AN**
 11 **ENTRANCE FACILITY, PLUS THE ABILITY TO EXTEND THAT TIME**
 12 **BY AN ADDITIONAL 30 DAYS, ADEQUATE TIME FOR CA TO PLACE**
 13 **A CABLE IN A MANHOLE?**

14 A. Yes. This is the same period of time that all other carriers with which AT&T
 15 Florida has ICAs have to complete the same work, and those carriers have
 16 consistently been able to meet the 120 plus 30 day deadline. CA has not
 17 presented any information that would suggest it needs more time than other
 18 carriers in Florida to place cable in a manhole.

19 CA has control over its own activities, including the date on which it
 20 submits a collocation application, and so can take into account whatever other
 21 projects CA is working on when it decides when to submit its application.
 22 Through proper project management, CA can address any hurdles or challenges it
 23 might encounter and complete the work within 120 days, or 150 days if CA
 24 requests the automatic 30-day extension.

25 It takes 30 to 90 days for AT&T Florida to complete its portion of the
 26 work to meet CA at the manhole subsequent to the Bona Fide Firm Order

1 (“BFFO”). It is unreasonable to expect AT&T Florida’s cable to be coiled and
 2 waiting for CA to meet at the manhole for up to 270 days (nine months), as CA
 3 proposes. Leaving the cable coiled and waiting for CA clutters the vault area near
 4 the manhole and makes it difficult to work there. Giving CA up to 270 days
 5 would also effectively allow CA to reserve space in the duct, which other carriers
 6 are not able to do. By tying up space for up to nine months as CA proposes, but
 7 not actually using that space for much of the time, CA would prevent AT&T
 8 Florida from accommodating a request from another CLEC who is willing and
 9 able to use that space within the timeframes that AT&T Florida proposes and that
 10 other CLECs abide by.

11 **Q. CA ASSERTED IN ITS COMMENTS THAT CA MIGHT ENCOUNTER**
 12 **DELAYS DUE TO WEATHER OR OCCURRENCES BEYOND ITS**
 13 **REASONABLE CONTROL. DOES CA HAVE A REMEDY TO OBTAIN**
 14 **EXTRA TIME TO COMPLETE A CABLE INSTALL IN THOSE CASES?**

15 A. Yes, CA can rely on the force majeure language of the ICA if it encounters
 16 circumstances beyond its control that prevent it from meeting a deadline.

17 **Q. IF EITHER PARTY ENCOUNTERS DELAYS DUE TO WEATHER**
 18 **ISSUES OR OCCURRENCES BEYOND ITS REASONABLE CONTROL,**
 19 **DOES IT HAVE A REMEDY TO RELY UPON TO PROVIDE NOTICE**
 20 **TO THE OTHER PARTY?**

21 A. Yes, either Party may rely on force majeure language of the interconnection
 22 agreement if occurrences beyond its reasonable control are encountered.

23 **ISSUE 9a: SHOULD THE ICA REQUIRE CA TO UTILIZE AN AT&T**
 24 **FLORIDA AIS TIER 1 FOR CLEC-TO-CLEC CONNECTION**
 25 **WITHIN A CENTRAL OFFICE?**

1 **Affected Contract Provision: Collocation Attachment § 17.1.2**

- 2 **Q. WHAT ARE THE STANDARD REQUIREMENTS FOR CLEC-TO-CLEC**
3 **CONNECTION AS SET BY AT&T FLORIDA?**
- 4 A. AT&T Florida requires carriers to utilize an AT&T-21State Approved Installation
5 Supplier (“AIS”) Tier 1 for all installation work done in a central office. This
6 would include CLEC to CLEC connections. The process and qualifications for
7 becoming an AIS are described in Issue 2 and described in detail in AT&T
8 Florida’s responses to Staff’s First Set of Interrogatories for Issue 2. An AIS has
9 the demonstrated qualifications and competence to perform the work efficiently
10 and safely. These qualifications are essential when working on or around CLEC
11 and AT&T Florida equipment.
- 12 **Q. IF A CARRIER’S COLLOCATION ARRANGEMENT IS WITHIN TEN**
13 **(10) FEET OF THE OTHER CARRIER’S COLLOCATION**
14 **ARRANGEMENT, IS IT ACCEPTABLE FOR A COLLOCATOR TO**
15 **CONSTRUCT ITS OWN DIRECT CONNECTION FACILITY WITHOUT**
16 **UTILIZING AN AT&T-21STATE AIS TIER 1?**
- 17 A. No, it is not acceptable for collocator to construct its own direct connection
18 facility, regardless of the distance between collocation arrangements. An AIS
19 Tier 1 supplier must conduct the work. AIS Tier 1 suppliers are the only individuals
20 approved to perform central office installation work for AT&T Florida and for CLECs in
21 AT&T Florida’s central offices in all collocation areas and common areas. Without
22 exception, one must be an AIS Tier 1 supplier to perform work outside of the caged
23 collocation area and outside the footprint of the bay in a cageless physical collocation
24 within the central office. Failure to properly install and maintain equipment and
25 associated power could create hazards that may result in network outage, electrical issues,

1 damage to collocator and AT&T Florida equipment, and could put the personal safety of
2 those individuals in the building at risk. AT&T Florida does not cut corners related to
3 safety and security.

4 **Q. WHY DOES AT&T FLORIDA REQUIRE AIS TIER 1 SUPPLIERS TO**
5 **PERFORM WORK OUTSIDE THE COLLOCATOR'S COLLOCATION**
6 **FOOTPRINT?**

7 A. The reason is simple: safety and security. AT&T Florida must be certain anyone
8 performing work in a central office outside the collocation footprint meets AIS
9 Tier 1 training requirements and possesses the credentials to enable entry to the
10 work area. AT&T Florida must ensure the safety and integrity of its network, the
11 facilities of each collocator and the safety of individuals working in the building.
12 It is a top priority. To accomplish that, it is imperative to utilize individuals who
13 are trained, experienced, and have obtained the credentials to perform the work
14 and to enter and move about the central office.

15 **ISSUE 9b: SHOULD CLEC-TO-CLEC CONNECTIONS WITHIN A**
16 **CENTRAL OFFICE BE REQUIRED TO UTILIZE AT&T**
17 **FLORIDA COMMON CABLE SUPPORT STRUCTURE?**

18 **Affected Contract Provision: Collocation Attachment § 17.1.5**

19 **Q. WHAT IS COMMON SUPPORT STRUCTURE?**

20 A. Common support structure is cable support equipment, such as wire racks, used to
21 safely and efficiently organize and manage all the wiring in a central office. These
22 structures support fiber or copper cables as they are routed from CLEC collocated
23 equipment to the main distribution frame or other CLEC's or AT&T Florida's

1 equipment. Common support structure is required for all; AT&T Florida uses the
2 same structure as CLECs. See photos in Exhibit SK-2.

3 **Q. IS THE USE OF AT&T FLORIDA COMMON CABLE SUPPORT**
4 **STRUCTURE REQUIRED FOR CLEC TO CLEC CONNECTIONS,**
5 **REGARDLESS OF THE DISTANCE BETWEEN COLLOCATION**
6 **ARRANGEMENTS?**

7 A. Yes, collocators are required to use AT&T Florida common cable support
8 structures for CLEC to CLEC connections, regardless of the distance between
9 collocation arrangements. To allow every CLEC to run facilities without regard
10 to a systematic and safe method utilizing appropriate support structures would be
11 inappropriate. AT&T Florida must ensure the safety and integrity of its network
12 and the facilities of each collocator.

13 **Q. WHY IS IT IMPORTANT TO USE COMMON SUPPORT STRUCTURE**
14 **FOR ALL WIRE ROUTES IN A CENTRAL OFFICE?**

15 A. In a central office that houses the equipment of multiple CLECs and AT&T
16 Florida, it is imperative that the enormous amount of wire be organized in a safe
17 and efficient manner. The common support structure is the mechanism by which
18 wire is efficiently organized and safely routed from one piece of equipment to the
19 next. CA proposes to ignore this system and simply run wires at random with no
20 organizational system. Running wires even for a short distance without common
21 support structure substantially increases the potential for unsafe working
22 conditions as well as interfering with other carriers' equipment. If all CLECs
23 took advantage of an opportunity to avoid using common support structure the
24 central office would degenerate into a disorganized, unsafe mess.

1 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE**

2 A. The Commission should reject CA’s proposed modification to 17.1.5.

3
4 **ISSUE 10: IF EQUIPMENT IS IMPROPERLY COLLOCATED (E.G., NOT**
5 **PREVIOUSLY IDENTIFIED ON AN APPROVED APPLICATION**
6 **FOR COLLOCATION OR NOT ON AUTHORIZED EQUIPMENT**
7 **LIST), OR IS A SAFETY HAZARD, SHOULD CA BE ABLE TO**
8 **DELAY REMOVAL UNTIL THE DISPUTE IS RESOLVED?**

9 **Affected Contract Provision: Collocation Attachment § 3.18.4**

10 **Q. WHAT DOES SECTION 3.18.4 OF THE COLLOCATION**
11 **ATTACHMENT ADDRESS?**

12 A. Section 3.18.4 addresses what happens in two different scenarios where the
13 parties disagree about CA’s compliance with the provisions of the Collocation
14 Attachment. Specifically, the provision addresses disputes about (1) whether
15 equipment that CA has collocated is necessary for interconnection or access to
16 UNEs (as it must be in order to be permissibly collocated) and (2) whether the
17 equipment is improperly collocated because it does not comply with safety
18 standards or was collocated without having been previously identified on an
19 approved application for collocation or on the All Equipment List (“AEL”).

20 **Q. WHAT IS THE DISAGREEMENT ABOUT SECTION 3.18.4?**

21 A. The primary dispute is whether CA’s equipment may remain in place in the
22 second scenario if CA disputes AT&T Florida’s determination that the equipment
23 is improperly collocated, either because it does not comply with minimum safety
24 standards or because it was not previously identified on an approved application
25 for collocation or included on the AEL. The parties have already agreed that CA

1 may leave its equipment in place pending dispute resolution if the dispute pertains
2 to the first scenario – whether equipment is necessary for interconnection or
3 access to UNEs – because in that scenario, unlike the one about which the parties
4 disagree, CA is not endangering anyone else’s personnel or property.

5 **Q. SHOULD CA BE PERMITTED TO KEEP ITS EQUIPMENT IN PLACE**
6 **IF CA DISPUTES AT&T FLORIDA’S DETERMINATION THAT THE**
7 **EQUIPMENT IS IMPROPERLY COLLOCATED?**

8 A. No. In this scenario, AT&T Florida has determined that CA’s equipment does not
9 meet safety standards or was not approved for collocation. The purpose of the
10 safety standards is to provide a safe environment for the personnel and equipment
11 of AT&T Florida, CA and other collocated carriers. If AT&T Florida has
12 determined that CA’s equipment creates a safety or security risk, CA should be
13 required to remove its equipment, even if CA is disputing that determination.
14 Dispute resolution proceedings, which might include litigation and subsequent
15 appeals, can last a long time, and it makes no sense to allow equipment that
16 AT&T Florida has determined presents a safety risk to continue to present that
17 risk during that process.

18 Much the same reasoning applies if CA has installed equipment that it did
19 not include on its collocation application or that does not appear on the AEL. The
20 AEL is available on the AT&T CLEC online website. If the equipment CA
21 desires to use does not appear on the AEL, CA’s collocation application can
22 include a request to place such equipment, and AT&T Florida will not
23 unreasonably withhold its consent.

1 CA has control over what equipment it lists on its collocation application.
2 If CA lists a piece of equipment that is not on the AEL, it of course should not
3 install it. And CA certainly should not be rewarded for improperly installing an
4 unapproved piece of equipment by being allowed to keep the equipment in place
5 pending dispute resolution.

6 **Q. IN ITS POSITION STATEMENT, CA EXPRESSED CONCERN THAT**
7 **AT&T FLORIDA WILL ACT “SOLELY UPON” AT&T FLORIDA’S**
8 **“BELIEF.” CAN YOU ADDRESS CA’S CONCERN?**

9 A. AT&T Florida has no incentive to make unsubstantiated claims that CA is not
10 complying with the safety standards in the agreement, or to assert that CA has
11 installed equipment that has not previously been approved.

12 **Q. IS THERE ANOTHER DISAGREEMENT CONCERNING SECTION**
13 **3.18.4?**

14 A. Yes. AT&T Florida proposes that CA have 10 business days (at least two
15 calendar weeks) to remove its equipment if (i) the equipment does not comply
16 with the minimum safety standards or was not approved in advance, or (ii) the
17 equipment is not used for interconnection or access to UNEs and CA does not
18 dispute that fact. CA proposes that time period should be 30 days.

19 **Q. WHY IS TEN BUSINESS DAYS MORE REASONABLE THAN 30**
20 **CALENDAR DAYS?**

21 A. The timetable for removal comes into play only if AT&T Florida has determined
22 the equipment is improperly collocated, or if CA has opted not to dispute a
23 determination by AT&T Florida that the equipment is not necessary for

1 interconnection or access to UNEs. In the former scenario, ten business days is an
 2 appropriate time for CA to comply with safety or equipment requirements in the
 3 agreement. Because the equipment could pose a safety hazard, it cannot remain
 4 and must be removed promptly. The thirty days that CA proposes is too long.

5 In the case where CA has installed equipment that is not necessary for
 6 interconnection or access to UNEs and CA is not challenging that determination,
 7 CA indisputably should not have brought the equipment into the collocation space
 8 in the first place. Ten business days is a more than enough time for CA to remove
 9 equipment it should never have installed in the first place.

10 **ISSUE 31: DOES AT&T FLORIDA HAVE THE RIGHT TO REUSE**
 11 **NETWORK ELEMENTS OR RESOLD SERVICES FACILITIES**
 12 **UTILIZED TO PROVIDE SERVICE SOLELY TO CA'S**
 13 **CUSTOMER SUBSEQUENT TO DISCONNECTION BY CA'S**
 14 **CUSTOMER WITHOUT A DISCONNECTION ORDER BY CA?**

15 **Affected Contract Provision: GT&C Attachment § 28.4**

16 **Q. SUBSEQUENT TO DISCONNECTION, DOES AT&T FLORIDA HAVE**
 17 **THE RIGHT TO REUSE NETWORK ELEMENTS OR RESOLD**
 18 **SERVICES FACILITIES?**

19 **A.** Yes, after disconnection, AT&T Florida has the right to reuse network elements
 20 or resold services facilities. If CA's end user transfers service to another Local
 21 Exchange Carrier, the facility becomes available for reuse by AT&T.

22 **Q. IN AN EFFORT TO RESOLVE THE ISSUE, WHAT REVISIONS TO THE**
 23 **LANGUAGE DOES AT&T FLORIDA OFFER?**

1 A. In the first sentence, AT&T Florida offers to add “resale” before End User and
 2 strike the language starting with the word “regardless” to the period. The section
 3 would then read as follows:

4 28.4 When a **resale** End User of CLEC elects to discontinue
 5 service and to transfer service to another Local Exchange
 6 Carrier, including AT&T-21STATE, AT&T-21STATE shall
 7 have the right to reuse the facilities provided to CLEC
 8 regardless of whether the End User served with such facilities
 9 has paid all charges to CLEC or has been denied service for
 10 nonpayment or otherwise. AT&T-21STATE will notify CLEC
 11 that such a request has been processed after the disconnect order
 12 has been completed.
 13

14 **Q. IF CA ACCEPTS THE REVISION, WOULD THIS RESOLVE ISSUE 31?**

15 A. Yes, Issue 31 would be resolved if CA accepts AT&T’s revisions in GT&C
 16 Section 28.4.

17 **Q. IN CASE THE AT&T FLORIDA REVISIONS ARE NOT ACCEPTED,**
 18 **HOW WOULD CLEC END USER’S CHOICE TO DISCONNECT**
 19 **SERVICE AFFECT CA’S UNBUNDLED NETWORK ELEMENTS**
 20 **(“UNES”)?**

21 A. CLEC End User’s choice to disconnect would not affect CA’s UNEs in any way.
 22 UNEs provisioned for CA would not be disconnected or changed as the result of
 23 an end user’s choice to disconnect, until CA submitted its disconnect order.

24 **Q. DOES THE LANGUAGE IN SECTION 28.4 ENABLE AT&T FLORIDA**
 25 **TO DISCONNECT A UNE THAT HAS BEEN ORDERED AND PAID FOR**
 26 **BY CA?**

27 A. No, the language does not address UNEs that have been ordered by and are being
 28 paid for by CA. This Section is specific to a CLEC End-User who discontinues
 29 its service and transfers to another Local Exchange Carrier.

1 **ISSUE 44: SHOULD THE AGREEMENT CONTAIN A DEFINITION FOR**
2 **HDSL-CAPABLE LOOPS?**

3 **Affected Contract Provisions: UNE Attachment § 16.5**

4
5 **Q. SHOULD THE AGREEMENT CONTAIN A DEFINITION FOR HDSL-**
6 **CAPABLE LOOPS?**

7
8 A. No. There is no difference between an HDSL loop and an HDSL-capable loop.

9 An HDSL loop is simply a dry copper loop with certain design specifications that
10 is capable of a signal speed of 1.544 megabytes per second (“MBPS”). The actual
11 transmission speed is achieved when the appropriate electronic equipment is
12 added to each end of the loop. Whether CA orders an HDSL loop or and HDSL-
13 capable loop, it receives exactly the same facility, a copper loop capable of 1.544
14 mbps. CA concedes this point in its Responses to Staff’s First Set of
15 Interrogatories, No. 19. The only difference discernable by CA is the electronics
16 that CA must place on each end of the loop to actually provide the 1.544 mbps
17 transmission. There is no separate element distinct from an HDSL loop that can
18 be defined as an HDSL-capable loop. Thus, no separate definition should be
19 required.

20 **Q. WHY DOES CA WANT A SECOND DEFINITION FOR AN HDSL LOOP?**

21 A. CA appears to desire a second definition simply to evade the caps that limit the
22 number of DS1 loops that can be purchased at UNE rates. HDSL loops are
23 subject to the DS1 loop cap in an impaired wire center because HDSL loops are
24 included in the CFR definition of a DS1 loop. As defined in CFR 51.319, a DS1
25 loop is a digital local loop having a total digital signal speed of 1.544 megabytes

1 per second. DS1 loops include, but are not limited to, two-wire and four-wire
 2 copper loops capable of providing high-bit rate digital subscriber line services
 3 (“HDSL”), including T1 services. It is subject to the cap in an impaired wire
 4 center (i.e., one that does not have at least 60,000 business lines and at least four
 5 fiber-based collocators). By attempting to redefine HDSL loops, CA is creating
 6 an artificial distinction and thereby evading the caps by claiming that an HDSL-
 7 capable loop is not subject to the caps. CA essentially concedes this point in its
 8 Responses to Staff’s First Set of Interrogatories, No. 17.

9 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

10 **A.** The Commission should reject CA’s proposed language addition UNE
 11 Attachment, Section 16.5 in its entirety.

12
 13 **ISSUE 48a: SHOULD THE PROVISIONING DISPATCH TERMS AND**
 14 **RELATED CHARGES IN THE OSS ATTACHMENT APPLY**
 15 **EQUALLY TO BOTH PARTIES?**

16 **Affected Contract Provisions: OSS Attachment § 6.4**

17 **Q. DO AT&T FLORIDA AND CA PROVISION SERVICES FOR EACH**
 18 **OTHER?**

19 **A.** No. AT&T Florida receives orders from CA and proceeds to complete the orders
 20 as requested. Sometimes completion of an order requires AT&T Florida to
 21 dispatch a technician to complete an order. AT&T Florida never orders services
 22 from CA and CA never dispatches on behalf of AT&T Florida. For that reason

1 alone reciprocity of the ordering and provisioning requirements in Section 6.4 is
2 simply inapplicable.

3 **Q. WHAT IS AT&T FLORIDA'S PROCESS FOR COMPLETING SERVICE**
4 **ORDERS?**

5 A. AT&T Florida completes UNE service orders to meet the parameters of the UNE
6 that CA orders. Occasionally, there may be a case in which CA has not
7 completed its work in the collocation area. Under that circumstance, AT&T
8 Florida technicians proceed with working the service order and testing the loop
9 for continuity and resistive balance. This assures that the loop is free of any
10 physical faults and meets the parameters of the UNEs ordered by CA prior to
11 completion of the order by the due date.

12 **Q. DOES CA'S PROPOSED LANGUAGE PROVIDE RECIPROCAL TERMS**
13 **FOR THE PARTIES RELATED TO PROVISIONING?**

14 A. No. The reciprocal scenario whereby AT&T Florida provides CA with incorrect
15 or incomplete information (e.g., incomplete address, incorrect contact
16 name/number, etc.) simply will never occur; therefore, no reciprocal terms for
17 billing should be included in the contract. The address and contact information
18 would be transmitted from CA to AT&T Florida on the service order. AT&T
19 Florida would never submit a service order nor order any service from CA. Thus,
20 in this context, CA's proposed reciprocity is meaningless. OSS Section 6.3 deals
21 with ordering and provisioning. CA's proposed addition of Section 6.4 expands
22 the scope of 6.3 far beyond ordering and provisioning. Under the guise of
23 ordering and provisioning within the context of the OSS Attachment, CA wants

1 the Commission to award CA the ability to bill AT&T Florida for any dispatch by
2 CA based simply on a claim that AT&T Florida created the problem. The
3 language in Section 6.3 of the OSS Attachment limits AT&T Florida's ability to
4 bill CA to include only situations in which incorrect or incomplete information,
5 such as address, or contact name/number, has been provided by CA and the
6 incorrect/incomplete information resulted in an additional AT&T Florida
7 dispatch. The proposed Section 6.4 contains no limits, enables CA alone to
8 determine that the issue was caused by AT&T Florida, and bills AT&T Florida
9 for all dispatches that CA attributes to AT&T Florida's error.

10 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

11 A. The Commission should reject the addition of Section 6.4 as proposed by CA.
12 There is simply no basis to insert an open-ended provision that allows CA to bill
13 AT&T Florida for a dispatch anytime it claims AT&T Florida supposedly created
14 a problem for CA. During the provisioning process, prior to dispatching, the
15 parties should employ due diligence to isolate the trouble to determine its origin,
16 and to move toward resolving the problem. CA's proposal fails to ensure that CA
17 provides due diligence to isolate faults prior to reporting provisioning trouble.
18 Rather, the language assumes that any problems are automatically attributed to
19 AT&T Florida, and contains no limits. CA's proposed addition of a 6.4 to the
20 ICA should be rejected.

1 **ISSUE 48b: SHOULD THE REPAIR TERMS AND RELATED CHARGES IN**
2 **THE OSS ATTACHMENT APPLY EQUALLY TO BOTH**
3 **PARTIES?**

4 **Affected Contract Provisions: OSS Attachment § 7.12**

5 **Q. IS THIS ISSUE ESSENTIALLY THE SAME AS ISSUE 48A?**

6 A. Yes. For the same reasons it should be resolved in the same way; CA's proposed
7 addition 7.12 to Section 7.11 should be rejected. As with the previous discussion,
8 the idea of reciprocity does not apply in the context of trouble repair. The
9 activities of AT&T Florida are not comparable to the activities of CA in a repair
10 context. Because AT&T Florida does not request repair services from CA, AT&T
11 will never provide CA with incorrect or incomplete information (e.g., incomplete
12 address, incorrect contact name/number, etc.). The address and contact
13 information would be transmitted from CA to AT&T Florida on the repair ticket.
14 AT&T Florida would never submit a trouble ticket to CA (as it would not have
15 ordered any service from CA). Thus, no reciprocal charges are appropriate.

16 **Q. ARE THERE PROBLEMS WITH CA'S LANGUAGE OTHER THAN**
17 **SIMPLE RECIPROACITY?**

18 A. Yes. Under the guise of repair within the context of the OSS Attachment, CA
19 wants the Commission to award CA the ability to bill AT&T Florida for any
20 dispatch by CA based simply on a claim that AT&T Florida created the problem.
21 However, Section 7.11 OSS language limits AT&T Florida's ability to bill CA to
22 include only situations in which incorrect or incomplete information, such as
23 address, or contact name/number, has been provided by CA and the
24 incorrect/incomplete information resulted in an additional AT&T Florida repair

1 dispatch. The proposed addition to Section 7.11 contains no limits, enables CA
2 alone to determine that the issue was caused by AT&T Florida, and allows CA to
3 bill AT&T Florida for all dispatches that CA attributes to AT&T Florida's error.
4 When trouble is discovered, prior to dispatching, the parties should employ due
5 diligence to isolate the trouble to determine its origin, and to move toward
6 resolving the problem. It is impractical and inefficient for the parties to attempt to
7 charge each other for purportedly erroneous attributions of fault other than
8 incorrect information received on the initial repair ticket. In addition, AT&T
9 Florida would have no reason to "tamper with CA End User's service".

10 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

11 A. The Commission should reject the addition of 7.12 to Section 7.11 as proposed by
12 CA. There is simply no basis to insert an open-ended provision that allows CA to
13 bill AT&T Florida for a dispatch anytime it claims AT&T Florida has created a
14 problem for CA. During the repair process, prior to dispatching, the parties
15 should employ due diligence to isolate the trouble to determine its origin, and to
16 move toward resolving the problem. CA's proposal fails to ensure that CA
17 provides due diligence to isolate faults prior to reporting trouble. Instead, the
18 proposed language assumes that any problems are attributed to AT&T Florida,
19 and contains no limits. CA's proposed addition of 7.12 to the ICA should be
20 rejected.

21 **ISSUE 50: IN ORDER FOR CA TO OBTAIN FROM AT&T FLORIDA AN**
22 **UNBUNDLED NETWORK ELEMENT (UNE) OR A**
23 **COMBINATION OF UNES FOR WHICH THERE IS NO PRICE IN**

1 **THE ICA, MUST CA FIRST NEGOTIATE AN AMENDMENT TO**
 2 **THE ICA TO PROVIDE A PRICE FOR THAT UNE OR UNE**
 3 **COMBINATION?**

4 **Affected Contract Provisions: UNE Attachment § 1.3**

5 **Q. PLEASE EXPLAIN WHAT THIS ISSUE IS ABOUT.**

6 A. CA proposes that the Commission allow it to obtain a UNE or UNE combination
 7 from AT&T Florida at the price that appears in another carrier's ICA if CA's ICA
 8 includes no price for the UNE or UNE combination. Specifically, CA proposes
 9 the following language for section 1.3 of the UNE Attachment:

10 *If CA orders any UNE or UNE combination for which a price*
 11 *does not exist in this agreement, but for which a price does*
 12 *exist in any then-current Commission-Approved AT&T-*
 13 *21STATE Interconnection Agreement, then CA shall be*
 14 *entitled to obtain that UNE or UNE combination on a non-*
 15 *discriminatory basis under the same rate and terms. The*
 16 *Parties shall execute an amendment within thirty (30) days of*
 17 *request from CA for such an amendment, and the UNE(s)*
 18 *shall be available to CA for ordering within five (5) days after*
 19 *execution of the amendment.*

20 CA's proposal is contrary to controlling federal law, and its language
 21 therefore cannot be included in the ICA.

22 **Q. IS THIS ONE OF THE PURE LEGAL ISSUES YOU MENTIONED IN**
 23 **THE INTRODUCTION TO THIS TESTIMONY?**

24 A. Yes, it is. There are no facts or policies for the Commission to consider on this
 25 issue; the Commission must reject CA's proposal because it is contrary to the
 26 1996 Act.
 27

28 **Q. HOW SO?**

1 A. Counsel informs me it is contrary to law for two reasons: First, once a CLEC has
2 an ICA with an ILEC, the ILEC's only obligations to the CLEC with respect to
3 the requirements of section 251 of the 1996 Act – including interconnection,
4 UNEs and resale – are the obligations set forth in that ICA. Thus, the CLEC must
5 see to it, through the negotiation and arbitration process, that the ICA sets forth
6 everything the CLEC wants and is entitled to under the 1996 Act. If the ICA does
7 not cover resale, for example (as it may not because some CLECs choose not to
8 engage in resale), then the CLEC cannot obtain services from the ILEC for resale
9 until the CLEC obtains a new ICA. Similarly, if the ICA doesn't provide for the
10 CLEC to obtain a particular UNE at a specified price, the CLEC cannot obtain
11 that UNE from the ILEC (subject, of course, to the occurrence of a possible
12 change of law or negotiation/arbitration of a new ICA).

13 Second, CA's proposal violates the FCC's "All-or-Nothing" Rule. That
14 rule prohibits CLECs from adopting only selected parts of an ICA; if a CLEC
15 wants to obtain the benefit of prices or terms of an existing, Commission-
16 approved ICA, it can only do so by adopting that ICA in its entirety. By asking
17 the Commission to allow it to adopt just a price or two from another CLEC's ICA,
18 CA is asking the Commission to violate the FCC's rule.

19 **Q. PLEASE ELABORATE ON YOUR FIRST POINT – THAT ONCE THE**
20 **COMMISSION APPROVES AN ICA BETWEEN CA AND AT&T**
21 **FLORIDA, CA'S ONLY SECTION 251 RIGHTS WITH RESPECT TO**
22 **AT&T FLORIDA ARE THE RIGHTS SPELLED OUT IN THAT ICA.**

23 A. Section 252 of the 1996 Act requires ILECs to enter into what § 252(a) calls
24 "binding agreements" with requesting CLECs. 47 U.S.C. § 252(a). Those

1 agreements may be arrived at through negotiation, arbitration, or adoption. To the
 2 extent they are arrived at through negotiation, § 252(a) allows the parties to agree
 3 to what they wish “without regard to the standards set forth in subsections (b) and
 4 (c) of Section 251” – that is, without regard to the substantive requirements of the
 5 1996 Act that govern interconnection, network element unbundling and so forth.
 6 Thus, AT&T Florida and a requesting CLEC are free to enter into an ICA that, for
 7 example, does not require AT&T Florida to provide a particular
 8 telecommunication service for resale, even though § 251(c)(4) of the 1996 Act
 9 generally requires ILECs to provide that service, or to agree on prices that are
 10 different than those called for by the 1996 Act. The give and take of negotiation
 11 is a core value of the 1996 Act,⁵ so the parties’ agreement on a contract that
 12 entitles the CLEC to more than the law requires in one respect, or to less than the
 13 law requires in another, must be respected. That is what makes it a “binding
 14 agreement.”

15 The interconnection agreement then is “the Congressionally prescribed
 16 vehicle for implementing the substantive rights and obligations set forth in the
 17 Act.” *Michigan Bell Tel. Co. v. Strand.*, 305 F.3d 580, 582 (6th Cir. 2003).
 18 Accordingly, once a carrier enters “into an interconnection agreement in
 19 accordance with section 252, . . . it is then regulated directly by the
 20 interconnection agreement.” *Law Office of Curtis V. Trinko LLP v. Bell Atl.*

⁵ See, e.g., *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 405 (1999) (Thomas, J., concurring in part and dissenting in part) (“[s]ection 252 sets up a preference for negotiated interconnection agreements”); *Verizon North, Inc. v. Strand*, 309 F.3d 935, 940 (6th Cir. 2002) (“private negotiation . . . is the centerpiece of the Act”).

1 *Corp.*, 305 F.3d 89, 104 (2d Cir. 2002), *rev'd in part on other grounds sub nom.*,
2 *Verizon Commc'ns, Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398
3 (2004). With the interconnection agreement in place, the requirements of the
4 1996 Act no longer apply. *Mich. Bell Tel. Co. v. MCImetro Access Trans. Servs.,*
5 *Inc.*, 323 F.3d 348, 359 (6th Cir. 2003) (“[O]nce an agreement is approved, these
6 general duties [under the 1996 Act] do not control” and parties are “governed by
7 the interconnection agreement” instead, and “the general duties of [the 1996 Act]
8 no longer apply”).

9 **Q. HOW DOES THAT APPLY TO CA’S PROPOSAL TO BE ALLOWED TO**
10 **OBTAIN A UNE OR A UNE COMBINATION FROM AT&T FLORIDA**
11 **AT THE PRICE IN ANOTHER CARRIER’S ICA IF THERE IS NO PRICE**
12 **FOR THE UNE IN THE ICA THE PARTIES ARE NOW ARBITRATING?**

13 A. If CA wanted to be able to obtain a UNE or UNE combination from AT&T
14 Florida, the 1996 Act required CA to make sure that its ICA covers – and includes
15 a price for – that UNE or UNE combination. If CA failed to do that, CA cannot
16 obtain that UNE or UNE combination from AT&T Florida.

17 **Q. IN ITS POSITION STATEMENT ON THE DPL, CA SAID, “CA**
18 **BELIEVES THAT IT IS ENTITLED TO ORDER ANY ELEMENT**
19 **WHICH AT&T IS REQUIRED TO PROVIDE AS A UNE, WHETHER OR**
20 **NOT IT IS LISTED IN THIS AGREEMENT.” HOW DO YOU RESPOND?**

21 A. CA is simply wrong, and CA provided no basis for its asserted belief.

22 **Q. CA’S PROPOSED LANGUAGE CONTEMPLATES THAT THE PARTIES**
23 **WOULD AMEND THE ICA TO COVER THE MISSING UNE OR UNE**
24 **COMBINATION. DOES THAT UNDERMINE YOUR ARGUMENT**
25 **THAT CA IS ONLY ENTITLED TO WHAT THE ICA PROVIDES?**

1 A. Not at all. Once the ICA is in place, CA has no right to amend it willy-nilly. The
 2 parties can of course agree to amend it, and one party can force an amendment
 3 pursuant to the change of law provision in the ICA if there is a change of law that
 4 warrants an amendment. Other than that, though, the parties are bound by the
 5 ICA. If CA were to come to AT&T Florida during the term of the ICA and say,
 6 “I forgot to include this UNE in the ICA and now I want to amend the ICA to
 7 include it,” AT&T Florida would be perfectly within its rights to decline to do so.

8 **Q. YOU SAID THAT CA’S PROPOSAL WAS CONTRARY TO LAW NOT**
 9 **ONLY BECAUSE CA’S RIGHTS ARE LIMITED TO THOSE PROVIDED**
 10 **BY THE ICA, BUT ALSO BECAUSE THE PROPOSAL VIOLATES THE**
 11 **“ALL-OR-NOTHING” RULE. PLEASE EXPLAIN.**

12 A. The FCC has squarely held that a carrier can obtain a product pursuant to another
 13 carrier’s interconnection agreement *only* if it adopts that other carrier’s agreement
 14 in its entirety. Thus, as applied here, the only way CA could lawfully obtain a
 15 UNE from AT&T Florida on the rates, terms and conditions of another carrier’s
 16 ICA would be by adopting that ICA in its entirety.

17 Section 252(i) of the 1996 Act allows a requesting carrier to adopt the
 18 terms of an existing, state commission-approved ICA.⁶ In its initial set of
 19 regulations implementing the 1996 Act, the FCC ruled that section 252(i) permits
 20 requesting carriers to “pick and choose” ICA provisions – that is, to adopt
 21 selected portions of an ICA, while not adopting others. In 2004, however, the

⁶ 47 U.S.C. § 252(i) provides: “A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.”

1 FCC abandoned the “pick and choose” rule, and adopted the “all-or-nothing” rule
2 that is now in place. The FCC stated,

3 [W]e adopt an “all-or-nothing rule” that requires a requesting
4 carrier seeking to avail itself of terms in an interconnection
5 agreement to adopt the agreement in its entirety, taking all rates,
6 terms, and conditions from the adopted agreement.
7

8 Second Report and Order, *In the Matter of the Review of the Section 252*
9 *Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No.
10 01-338, 19 FCC Rcd 13494, (rel. July 8, 2004), at ¶ 1. Accordingly, the FCC
11 promulgated 47 C.F.R. § 51.809(a):

12 An incumbent LEC shall make available without unreasonable
13 delay to any requesting telecommunications carrier any
14 agreement *in its entirety* to which the incumbent LEC is a party
15 that is approved by a state commission pursuant to section 252
16 of the Act, upon the same rates, terms, and conditions as those
17 provided in the agreement. (Emphasis added.)
18

19 Consequently, CA can obtain a UNE from AT&T Florida pursuant to the
20 rates and terms of another carrier’s ICA only if CA adopts that ICA in its entirety.

21 **Q. HOW DOES THAT APPLY HERE?**

22 A. The Commission must reject CA’s proposal that CA be allowed to obtain a UNE
23 from AT&T Florida at a price in another carrier’s ICA (with or without an
24 amendment), because the proposal is directly contrary to the All-or-Nothing Rule.
25 This not only is the law, but also is perfectly reasonable. The whole point of the
26 All-or-Nothing Rule is that the UNE price in that other carrier’s ICA might be a
27 low price that AT&T Florida agreed to in exchange for a concession from the
28 CLEC in another provision – a provision that CA is not proposing to adopt.

1 **ISSUE 51: SHOULD AT&T FLORIDA BE REQUIRED TO PROVE TO CA'S**
2 **SATISFACTION AND WITHOUT CHARGE THAT A**
3 **REQUESTED UNE IS NOT AVAILABLE?**

4 **Affected Contract Provisions: UNE Attachment § 1.5**

5 **Q. DOES CA HAVE ACCESS TO AT&T'S RECORDS TO CONFIRM**
6 **AVAILABILITY OF FACILITIES IF IT IS SKEPTICAL OF AT&T'S**
7 **DETERMINATION THAT FACILITIES ARE NOT AVAILABLE?**

8 A. Yes, CA has access to the same tools to determine the availability of facilities that
9 AT&T Florida uses to make a determination. For example, CA may perform a
10 mechanized Loop Make Up "LMU" by accessing the Loop Facility Assignment
11 Center ("LFACS") via the GUI (Graphical User Interface) OSS like Enhanced
12 Verigate, and by using either an existing telephone number or end user address.
13 This process utilizes the same records AT&T Florida relies upon to determine
14 availability, and would enable CA to conduct its own research if it is not satisfied
15 with AT&T Florida's response. In addition, if CA desires, it may request AT&T
16 Florida to perform a manual LMU at the charge found in the Pricing Schedule.

17 **Q. WHY IS CA'S PROPOSED LANGUAGE PROBLEMATIC?**

18 A. CA's proposed language would require AT&T Florida to prove unavailability of
19 facilities to CA's satisfaction, with CA having sole discretion to determine
20 if/when it is satisfied. AT&T Florida does not understand what proof it could
21 offer CA other than the means already at CA's disposal to make the same
22 determination. Moreover, CA's vague one-sided subjective standard may never
23 be met. There must be a limit to one party's obligation to the other party.
24 Accordingly, the Commission should reject CA's proposed addition to UNE 1.5.

1 **Q. WHAT RECOURSE WOULD CA HAVE IF IT BELIEVES AT&T’S**
2 **RESPONSE IS INCORRECT?**

3 A. If CA believes that AT&T Florida’s determination regarding a lack of facilities is
4 incorrect, CA is free to invoke its right to dispute resolution under the ICA and
5 further could submit the issue to the Commission for resolution.

6
7 **ISSUE 52: SHOULD THE UNE ATTACHMENT CONTAIN THE SOLE AND**
8 **EXCLUSIVE TERMS AND CONDITIONS BY WHICH CA MAY**
9 **OBTAIN UNES FROM AT&T FLORIDA?**

10 **Affected Contract Provisions: UNE Attachment § 1.9**

11 **Q. IS THIS ISSUE RESOLVED?**

12 A. Yes, AT&T Florida withdrew its language in UNE Section 1.9 and thereby
13 resolved this issue.⁷

14 **ISSUE 53 a and b: SHOULD CA BE ALLOWED TO COMMINGLE ANY UNE**
15 **ELEMENT WITH ANY NON-UNE ELEMENT IT**
16 **CHOOSES?**

17 **Affected Contract Provisions: UNE Attachment § 2.3, UNE**
18 **ATTACHMENT § 6.3.3**

19 **Q. WHAT IS THE DISPUTE IN ISSUES 53a AND 53b?**

20 A. As I will explain, Issue 53b has been resolved; there is no longer a dispute about
21 UNE section 6.3.3. The disagreement that remains is whether the ICA should
22 impose a commingling requirement that exceeds the commingling required by the
23 FCC’s definition.

⁷ I note that AT&T Florida withdrew it’s language not because it was incorrect, but because it was unnecessary to include the language in the ICA.

1 **Q. HOW DOES THE FCC DEFINE COMMINGLING?**

2 A. The FCC defines commingling in 47 C.F.R. § 51.5 as follows:

3 Commingling means the connecting, attaching, or otherwise
 4 linking of an unbundled network element, or a combination of
 5 unbundled network elements, to one or more facilities or
 6 services that a requesting telecommunications carrier has
 7 obtained at wholesale from an incumbent LEC, or the
 8 combining of an unbundled network element, or a combination
 9 of unbundled network elements, with one or more such facilities
 10 or services.

11 **Q. HOW DOES CA PROPOSE DEFINE COMMINGLING?**

12 A. Section 2.3 of the UNE Attachment defines “Commingling” (or “Commingled
 13 Arrangement”). The provision begins with language on which the parties have
 14 agreed. After the agreed language, CA proposes to add:

15 *CLEC shall be entitled to commingle any UNE with any other*
 16 *service element purchased from AT&T-21STATE either from*
 17 *this Agreement or from any AT&T-21STATE tariff, so long as*
 18 *the combination is technically feasible. Such commingling*
 19 *shall be required even if the specific arrangement sought by*
 20 *CLEC is not commonly commingled by AT&T-21STATE.*

21
 22 **Q. IS CA’S PROPOSED LANGUAGE CONSISTENT WITH THE FCC’S**
 23 **DEFINITION?**

24 A. No. The FCC’s definition limits commingling to linking a UNE with facilities or
 25 services obtained from AT&T Florida at wholesale. The agreed language in the
 26 first sentence of UNE Attachment § 2.3 tracks this limitation. CA, however,
 27 seeks to undo that limitation by adding language that would allow it to commingle
 28 a UNE with “any other service element purchased from” AT&T Florida. CA’s

1 added language does not limit commingling to “wholesale” services or facilities,
2 as the FCC’s definition requires.

3 In addition, CA’s language would mandate commingling of a UNE with
4 any “service element” – a term that is not defined and that CA might claim means
5 any sub-part of a service or facility, even those that AT&T Florida does not
6 provide at wholesale on a stand-alone basis. CA’s added language is
7 overreaching and inconsistent with the binding FCC definition of commingling,
8 and the Commission should reject it.

9 **Q. IS THERE ANY OTHER DISPUTED LANGUAGE IN UNE SECTION 2.3?**

10 A. No. AT&T Florida previously proposed a sentence for UNE section 2.3 that CA
11 opposed, but AT&T Florida has withdrawn that sentence. AT&T Florida has also
12 withdrawn its previously proposed UNE section 6.3, which was closely related to
13 the sentence in section 2.3 that AT&T Florida withdrew. The upshot of this is
14 that Issue 53b is resolved, and the only dispute in Issue 53a concerns the unlawful
15 language proposed by CA and quoted above.

16 **ISSUE 54a: IS THIRTY (30) DAYS’ WRITTEN NOTICE SUFFICIENT**
17 **NOTICE PRIOR TO CONVERTING A UNE TO THE**
18 **EQUIVALENT WHOLESALE SERVICE WHEN SUCH**
19 **CONVERSION IS APPROPRIATE?**

20 **Affected Contract Provisions: UNE Attachment § 6.2.6**

21 **Q. UNDER WHAT CIRCUMSTANCES WOULD SUCH A CONVERSION**
22 **FROM UNE TO WHOLESALE SERVICES BE APPROPRIATE? CAN**
23 **YOU PROVIDE AN EXAMPLE?**

1 A. Such a conversion would be appropriate at such time CA fails to meet or ceases to
2 meet the eligibility criteria applicable to the UNE or UNE combination. An
3 example would be related to DS1 UNE loop “Caps” in Section 8.1.3.4.4 in this
4 UNE Attachment. AT&T Florida is not obligated to provide CA more than ten
5 (10) DS1 UNE Loops to any single Building in which DS1 UNE Loops have not
6 been otherwise declassified. A conversion to wholesale services would be
7 appropriate for CA’s DS1 UNE Loops to that building over the count of ten (10).

8 **Q. IS SUCH A CONVERSION RELATED TO RECLASSIFICATION OF A**
9 **WIRE CENTER OR A UNE SUNSET?**

10 A. No, this conversion would not be related to reclassification of a wire center or a
11 sunset of any kind. It would be specifically related to CA failing to meet or
12 ceasing to meet the eligibility criteria, such as going over a cap.

13 **Q. HOW WOULD CA KNOW IN ADVANCE THAT IT WAS ABOUT TO**
14 **REACH OR HAS GONE OVER THE CAP?**

15 A. CA should be well aware of how many loops it has to every building it serves.
16 CA should have this information and therefore should not need notice from
17 AT&T Florida. Regardless, AT&T Florida has proposed providing 30 days’
18 notice when CA’s UNEs or UNE combinations no longer meet the eligibility
19 criteria. CA can avoid the necessity of this notice, however, by effectively
20 monitoring its activities and UNE and UNE combination loop inventory. This
21 would enable CA to proactively convert the services on its own, rather than
22 waiting until AT&T Florida manages the conversion for CA.

1 **Q. WHAT ADVANTAGE WOULD CA ENJOY BY DELAYING THE**
 2 **CONVERSION? WHAT DISADVANTAGE WOULD AT&T FLORIDA**
 3 **EXPERIENCE?**

4 A. By delaying the conversion from UNE to wholesale services, CA would enjoy the
 5 lower UNE rates for that length of time. By the same token, AT&T Florida
 6 would experience the loss of revenue equal to the difference between the lower
 7 UNE rates and the higher special access rates it is entitled to bill.

8 **Q. IS THIRTY (30) DAYS' WRITTEN NOTICE SUFFICIENT?**

9 A. Yes, because CA should already know it no longer meets the criteria, thirty (30)
 10 days' written notice is more than sufficient. CA's request of 180 days is simply
 11 an attempt to keep UNE rates as long as possible, which is unreasonable.

12
 13 **ISSUE 54b: IS THIRTY (30) CALENDAR DAYS SUBSEQUENT TO WIRE CENTER**
 14 **NOTICE OF NON-IMPAIRMENT SUFFICIENT NOTICE PRIOR TO**
 15 **BILLING THE PROVISIONED ELEMENT AT THE EQUIVALENT**
 16 **SPECIAL ACCESS RATE/TRANSITIONAL RATE?**

17 **Affected Contract Provisions: UNE Attachment § 14.10.2.2,**
 18 **14.10.2.3.1.1, and 14.10.2.3.1.2**

19 **Q. UNDER WHAT CIRCUMSTANCES WOULD SUCH A CONVERSION**
 20 **FROM UNE TO WHOLESALE SERVICES BE APPROPRIATE?**

21 A. Such a conversion would occur when AT&T Florida reclassifies a wire center and
 22 provides written notification to CLECs that the specific wire center meets one or
 23 more of the FCC's impairment thresholds.

24 **Q. IS ISSUE 54b AKIN TO ISSUE 54a?**

1 A. No, this issue 54b is related to the reclassification of a wire center. Issue 54a
2 above is related to the scenario when CA fails to meet or ceases to meet the
3 eligibility criteria applicable to the UNE or UNE combination.

4 **Q. WHAT RECOURSE DOES CA HAVE IF IT BELIEVES THE AT&T**
5 **FLORIDA WIRE CENTER NON-IMPAIRMENT DESIGNATION IS NOT**
6 **VALID?**

7 A. If CA disputes the AT&T Florida wire center non-impairment designation, it may
8 provide a self-certification to AT&T Florida. Subsequent to that, AT&T Florida
9 may choose to file for dispute resolution at the FPSC setting off a different
10 timeline, during which AT&T Florida will continue to provide the high-capacity
11 UNE loop or transport facility in question to CA at the rates in the pricing
12 schedule. The wire center non-impairment process follows the FCC's Triennial
13 Review Remand Order ("TRRO"),⁸ which provides CLECs an opportunity to
14 self-certify, which sets off a timeline different from the 30-day special access
15 billing.

16 **Q. COULD THE TRUE UP ACTIVITY CAUSE A SERVICE OUTAGE FOR**
17 **CA OR ITS CUSTOMERS?**

18 A. No, the language enables a true up of rates; no conversion of facilities is involved.

19 **Q. WHY IS THIRTY (30) CALENDAR DAYS SUBSEQUENT TO WIRE CENTER**
20 **NOTICE OF NON-IMPAIRMENT SUFFICIENT?**

⁸ *In re Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, *Order on Remand*, FCC 04-290 (Rel. Feb. 4, 2005) ("TRRO").

1 A. Thirty days is sufficient notice subsequent to wire center non-impairment for CA
 2 to pay special access rates because at such time the wire center meets the criteria
 3 set out by the FCC. In this situation, the wire center is non-impaired, and AT&T
 4 Florida is no longer obligated to offer UNE loop/transport elements at UNE rates
 5 to CA or other CLECs in this wire center. This provision does not relate to
 6 conversion of the elements, but simply relates to true up. CA’s suggested 180
 7 calendar days, or six months, is unreasonable.

8 **Q. WHAT ADVANTAGE WOULD CA ENJOY BY DELAYING THE TRUE**
 9 **UP? WHAT DISADVANTAGE WOULD AT&T FLORIDA**
 10 **EXPERIENCE?**

11 A. By delaying the true up for more than 30 days after notice, CA would enjoy the
 12 lower UNE rates for that length of time. By the same token, AT&T Florida
 13 would experience the loss of revenue equal to the difference between the lower
 14 UNE rates and the higher special access rates to which it is entitled.

15
 16 **ISSUE 55: TO DESIGNATE A WIRE CENTER AS UNIMPAIRED, SHOULD**
 17 **AT&T FLORIDA BE REQUIRED TO PROVIDE WRITTEN**
 18 **NOTICE TO CA?**

19 **Affected Contract Provisions: UNE Attachment § 15.1**

20 **Q. WHAT EXISTING NOTICE IS AVAILABLE TO CA?**

21 A. There are two main ways that AT&T Florida notifies CLECs of network related
 22 changes. First, network information is posted on CLEC Online in the form of an
 23 Accessible Letter. As defined in the GT&C, Accessible Letter(s) means “the
 24 correspondence used to communicate pertinent information regarding AT&T

1 Florida to the CLEC community and is (are) provided via posting to the AT&T
 2 CLEC Online website”. This website is accessible to all CLECs. Second, the
 3 Accessible Letters are sent via email to CLECs that subscribe to this process. The
 4 Accessible Letter process, with the option of direct notices, is used by all AT&T
 5 ILECs and is accepted by the CLEC community.

6 **Q. DOES CA HAVE THE ABILITY TO DESIGNATE INDIVIDUALS IN ITS**
 7 **ORGANIZATION TO RECEIVE THE ACCESSIBLE LETTERS?**

8 A. CA, and any CLECs that want to receive individual notices and thus not rely on
 9 CLEC Online, may subscribe to direct notices of Accessible Letters. A CLEC
 10 that elects this option specifies the recipients to whom AT&T Florida is to send
 11 the Accessible Letters. CA’s proposal that the Commission require AT&T
 12 Florida to provide customized individualized notice just for CA’s benefit would
 13 be discriminatory as to other CLECs, costly, inefficient, and patently
 14 unreasonable.

15
 16 **ISSUE 56: SHOULD THE ICA INCLUDE CA’S PROPOSED LANGUAGE**
 17 **BROADLY PROHIBITING AT&T FLORIDA FROM TAKING**
 18 **CERTAIN MEASURES WITH RESPECT TO ELEMENTS OF**
 19 **AT&T FLORIDA’S NETWORK?**

20 **Affected Contract Provisions: UNE Attachment §4.6.4**

21 **Q. WHAT IS CA’S PROPOSAL?**

22 A. CA proposes the addition of a new UNE Attachment, Section 4.6.4. CA’s
 23 proposal is as follows:

1 *AT&T-21-STATE shall not tamper with or convert an in-service UNE*
2 *provided to CA for its own benefit or business purposes or for its own*
3 *customers and/or substitute another UNE in its place.*

4 **Q. WHY IS CA’S LANGUAGE INAPPROPRIATE?**

5 A. First, AT&T Florida does not “tamper” with any CLEC’s UNEs or services. If
6 CA believes that AT&T Florida has done so, it is free to file a complaint and
7 support its claim. Second, and more importantly, the language is overly broad
8 and could inhibit AT&T Florida from maintaining its network in an efficient
9 fashion. There is no reasonable basis to include CA’s proposed Section 4.6.4 in
10 the ICA.

11 **Q. WOULD AT&T FLORIDA HAVE A NECESSITY TO SUBSTITUTE A**
12 **UNE?**

13 A. Yes. It may be necessary for AT&T Florida, in the course of maintaining and
14 repairing its network, to switch CA’s UNE from one facility to another to ensure
15 the integrity of the UNE being provided to CA or to another CLEC. For example,
16 if a cable serving CA is cut, it could be necessary for AT&T Florida to transfer
17 CA’s UNE circuit to a different cable to place it back in service. This certainly
18 would not be tampering, but the vague unqualified language proposed by CA
19 opens AT&T Florida to such a claim. CA’s proposed addition UNE Attachment,
20 Section 4.6.4 is unreasonable and should be rejected.

21
22 **ISSUE 57: MAY CA USE A UNE TO PROVIDE SERVICE TO ITSELF OR**
23 **FOR OTHER ADMINISTRATIVE PURPOSES?**

24 **Affected Contract Provisions: UNE Attachment § 4.7.1**

1 **Q. DOES THE 1996 ACT ALLOW A CLEC TO USE A UNE TO PROVIDE**
 2 **SERVICE TO ITSELF OR FOR OTHER ADMINISTRATIVE**
 3 **PURPOSES?**

4 A. No. This is another pure legal issue and I am not an attorney, so I will summarize
 5 AT&T Florida’s position based on input provided by counsel. Section 251(c)(3)
 6 of the 1996 Act requires an ILEC to provide UNEs to a CLEC “for the provision
 7 of a telecommunications service” 47 U.S.C. § 251(c)(3); *accord*, 47 C.F.R.
 8 §§ 51.307(a) and 51.309(d). The 1996 Act and the FCC’s rules define a
 9 “telecommunications service” as “the offering of telecommunications for a fee
 10 directly to the public, or to such classes of users as to be effectively available
 11 directly to the public, regardless of the facilities used.” 47 U.S.C. § 153(46); 47
 12 C.F.R. § 51.5. A CLEC that used a UNE to provide service to itself or for its own
 13 administrative purposes would not be using that UNE to provide service “to the
 14 public” or “for a fee,” and therefore would not be using the UNE to provide a
 15 telecommunications service.

16 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 57?**

17 A. The Commission should approve AT&T Florida’s proposed UNE section 4.7.1,
 18 which correctly states that CA cannot use a UNE to provide service to itself or for
 19 other administrative purposes.

20 **ISSUE 58a and b:**

21 **IS MULTIPLEXING AVAILABLE AS A STAND-ALONE UNE**
 22 **INDEPENDENT OF LOOPS AND TRANSPORT?**

23 **Affected Contract Provisions: UNE Attachment § 6.4.2 and UNE**
 24 **Attachment § 9.6.1**

1 **Q. IS MULTIPLEXING AVAILABLE AS A STAND-ALONE UNE**
 2 **INDEPENDENT OF LOOPS AND TRANSPORT?**

3 A. No, multiplexing is not available as a standalone UNE because it is not listed in
 4 47 CFR §51.319. This is another legal issue. But a brief explanation is
 5 appropriate. FCC Rule 51.319 is the sole and exclusive list of UNEs, and states
 6 cannot add to it. Multiplexing is not on the list and, therefore, does not have to be
 7 provided on a stand-alone basis.

8 **Q. SINCE MULTIPLEXING MAY NOT BE ORDERED AS A STAND-**
 9 **ALONE UNE, IS MULTIPLEXING AVAILABLE IN SOME OTHER**
 10 **MANNER?**

11 A. Yes, a CLEC may order stand-alone multiplexing from AT&T Florida's special
 12 access tariff. Additionally, multiplexing may be ordered in conjunction with
 13 Unbundled Dedicated Transport ("UDT") at the time the UDT is ordered; in this
 14 instance it will be provided at the rates contained in the pricing schedule.

15 **Q. WHAT IS AT&T FLORIDA PROPOSING IN THIS ISSUE?**

16 A. AT&T Florida is proposing the following language (bolded and underlined) in
 17 Sections 6.4.2:

18 6.4.2 AT&T-21STATE is not obligated, and shall not, provide
 19 access to (1) an unbundled DS1 UNE Loop in combination, or
 20 Commingled, with a DS1 UDT facility or service or a DS3 or
 21 higher UDT facility or service, or an unbundled DS3 UNE Loop
 22 in combination, or Commingled, with a DS3 or higher UDT
 23 facility or service, or (2) an unbundled DS1 UDT facility in
 24 combination, or Commingled, with an unbundled DS1 UNE
 25 Loop **or a DS1 channel termination service, or to an**
 26 **unbundled DS3 UDT facility in combination, or**
 27 **Commingled, with an unbundled DS1 UNE Loop or a DS1**
 28 **channel termination service,** or to an unbundled DS3 UNE
 29 Loop **or a DS3 or higher channel termination service**
 30 (collectively, the "Included Arrangements"), unless CLEC

1 certifies that all of the following conditions are met with respect
2 to the arrangement being sought:

3
4 The remainder of the language has been agreed to by CA. CA opposes the
5 addition of only the bolded/underlined language.

6 **Q. SHOULD THE LANGUAGE IN UNE, SECTION 6.4.2 MIRROR 47 CFR**
7 **§51.318 (b)?**

8 A. Yes, Section 6.4.2 of the UNE Attachment should mirror 47 CFR §51.318 (b).

9 AT&T Florida proposes to conform the ICA to the matching provision in 47 CFR
10 §51.318 (b). CA is trying to prevent inclusion of the additional language that
11 relates to channel termination to support its case that multiplexing must be priced
12 as a UNE with or without associated transport.

13 **Q. IS THERE ANY BASIS FOR CA TO OBJECT TO CONFORMING**
14 **LANGUAGE IN THE ICA TO SPECIFICALLY MIRROR THE FCC'S**
15 **RULES?**

16 A. No. There is no reasonable basis for an objection to conforming the language.

17 CA's opposition to the additional language to conform 6.4.2 to CFR §51.318(b)
18 must be rejected.

19 **Q. SHOULD THE ICA CONTAIN THE DEFINITION OF MULTIPLEXING**
20 **IN UNE SECTION 9.6.1?**

21 A. Yes, the definition in AT&T Florida's proposed UNE Attachment, Section 9.6.1,
22 accurately defines multiplexing as an item ordered in conjunction with DS1 or
23 DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital
24 to voice grade. Multiplexing is only available when ordered at the same time as
25 DS1 or DS3 UDT at the rates set forth in the Pricing Schedule. Because the

1 definition conflicts with CA's desire to order standalone multiplexing, it has
 2 omitted the definition from the ICA. Because it does not appear elsewhere in the
 3 ICA, Section 9.6.1 is the appropriate location for the definition of multiplexing.

4 **ISSUE 59a: IF AT&T FLORIDA ACCEPTS AND INSTALLS AN ORDER FOR**
 5 **A DS1 AFTER CA HAS ALREADY OBTAINED TEN DS1S IN THE**
 6 **SAME BUILDING, MUST AT&T FLORIDA PROVIDE WRITTEN**
 7 **NOTICE AND ALLOW 30 DAYS BEFORE CONVERTING TO**
 8 **AND CHARGING FOR SPECIAL ACCESS SERVICE?**

9 **Affected Contract Provisions: UNE Attachment § 8.1.3.4.4**

10 **Q. DOES THE FCC LIMIT HOW MANY DS1 UNBUNDLED LOOPS CA**
 11 **CAN OBTAIN TO A SINGLE BUILDING?**

12 A. Yes. FCC Rule 319(a)(4)(ii) limits a CLEC to obtaining "a maximum of ten
 13 unbundled DS1 loops to any single building" 47 C.F.R. § 51.319(a)(4)(ii).
 14 Thus, if a carrier orders more than ten DS1 UNE loops to a single building, it is
 15 not entitled to pay DS1 UNE loop rates on loops 11 and above. Rather, it must
 16 switch to a DS3 unbundled loop, or build its own loops, or pay tariffed special
 17 access rates to AT&T Florida. *See Triennial Review Remand Order*, ¶ 181.

18 **Q. WHAT IS THE DISPUTED CONTRACT LANGUAGE THAT RELATES**
 19 **TO THIS?**

20 A. UNE section 8.1.3.4.4 begins with agreed language that recites the ten DS1 cap.
 21 The remainder of section 8.1.3.4.4 looks like this, with AT&T Florida's proposed
 22 language in bold underscore and CA's language in bold italics:

23 If, notwithstanding this Section, CLEC submits such an order,
 24 at AT&T-21STATE's option it may accept or reject the order,
 25 **but convert any requested DS1 Digital UNE Loop(s) in**
 26 **excess of the Cap to Special Access; applicable Special**
 27 **Access charges will apply to CLEC for such DS1 Digital**

1 **UNE Loop(s) as of the date of provisioning. If AT&T-**
 2 ***21STATE accepts an order and installs the service, then it***
 3 ***must follow the conversion process in this provision prior to***
 4 ***billing for the circuit as special access. Prior to conversion of***
 5 ***a CLEC circuit to Special Access, AT&T-21STATE shall***
 6 ***notify CLEC in writing and CLEC shall then have 30 days in***
 7 ***which to transition or disconnect the circuit prior to***
 8 ***conversion by AT&T-21STATE or to invoke the dispute***
 9 ***resolution process in this agreement if it believes that AT&T is***
 10 ***not entitled to the conversion.***

11 **Q. DOES AT&T FLORIDA’S PROPOSED LANGUAGE ACCURATELY**
 12 **REFLECT THE LAW?**

13 A. Yes. It correctly provides that if CA orders more DS1s than the FCC’s rules
 14 permit, AT&T Florida can accept the order but convert the DS1s that exceed the
 15 cap from UNE rates to special access rates.

16 **Q. DOES CA’S PROPOSED LANGUAGE ACCURATELY REFLECT THE**
 17 **LAW?**

18 A. No. CA’s language provides that if AT&T Florida accepts an order for a DS1
 19 unbundled loop to a building where CA has already met the cap, AT&T Florida
 20 must provide 30 days’ prior written notice before converting that facility to
 21 special access and charging the tariffed special access rate. In other words, CA
 22 proposes to put the burden on AT&T Florida to track the number of CA’s DS1
 23 unbundled loops to make sure they do not exceed the cap, and to keep charging
 24 UNE rates for at least a month after it discovers that CA has improperly obtained
 25 a DS1 facility that exceeds the cap.

26 **Q. DOES THE FCC REQUIRE ILECS TO TRACK CLECS’ LOOP TOTALS**
 27 **AND DELAY ENFORCING THE TEN DS1 CAP IN THIS MANNER?**

1 A. No. As the carrier that orders and obtains DS1 UNE loops, CA is responsible for
 2 tracking the number of DS1 UNE loops it orders to any building and knowing
 3 when it has reached the ten DS1 cap. AT&T Florida is not required to notify CA
 4 when it exceeds the cap. Nor, if it fills an order for a DS1 UNE loop that exceeds
 5 the cap, is AT&T Florida required to keep charging UNE rates for a 30-day notice
 6 period. A CLEC has no legal right to obtain more than 10 DS1 UNE loops to a
 7 building, and if CA exceeds that limit, AT&T Florida is entitled to charge special
 8 access rates for the extra circuits from the day they are provisioned, regardless of
 9 whether AT&T Florida notified CA it exceeded the cap or of when AT&T Florida
 10 discovers the error. CA’s language would unfairly require AT&T Florida to act
 11 as CA’s UNE record keeper and would unlawfully allow CA to pay UNE rates for
 12 some period when it has no legal right to UNE rates.

13 **ISSUE 59b: MUST AT&T PROVIDE NOTICE TO CA BEFORE CONVERTING**
 14 **DS3 DIGITAL UNE LOOPS TO SPECIAL ACCESS FOR DS3**
 15 **DIGITAL UNE LOOPS THAT EXCEED THE LIMIT OF ONE**
 16 **UNBUNDLED DS3 LOOP TO ANY SINGLE BUILDING?**

17 **Affected Contract Provisions: UNE Attachment § 8.1.3.5.4**

18 **Q. IS THIS ISSUE ESSENTIALLY THE SAME AS ISSUE 59a?**

19 A. Yes; the only difference is that this issue concerns DS3 loops instead of DS1s.
 20 FCC Rule 319(a)(5)(ii) limits a CLEC to “a maximum of a single unbundled DS3
 21 loop to any single building” 47 C.F.R. § 51.319(a)(5)(ii). When a CLEC
 22 needs two or more DS3’s to single building, the CLEC must either self-deploy
 23 DS3 beyond the first one or find some other way to carry its traffic – it cannot
 24 obtain a second DS3 loop at UNE rates from the ILEC. *See Triennial Review*

1 *Remand Order*, ¶ 177 & n.483. And if a carrier orders more than one DS3 UNE
 2 loop to a single building, the ILEC is entitled to charge special access rates for
 3 those additional circuits above the cap. As with Issue 59a, CA seeks to avoid
 4 these requirements and shift the burden to AT&T Florida to act as CA's record
 5 keeper and allow CA to keep paying UNE rates for some period when it has no
 6 right to do so. Thus, the Commission should adopt AT&T Florida's language and
 7 reject CA's proposed language for Issue 53b for the same reasons as on Issue 59a.

8 **ISSUE 59c: FOR UNBUNDLED DS1 OR DS3 DEDICATED TRANSPORT**
 9 **CIRCUITS THAT AT&T FLORIDA INSTALLS THAT EXCEED**
 10 **THE APPLICABLE CAP ON A SPECIFIC ROUTE, MUST AT&T**
 11 **FLORIDA PROVIDE WRITTEN NOTICE AND ALLOW 30 DAYS**
 12 **PRIOR TO CONVERSION TO SPECIAL ACCESS?**

13 **Affected Contract Provisions: UNE Attachment §§ 9.6.2, 9.6.3⁹**

14 **Q. HOW DOES THIS ISSUE RELATE TO 59a AND 59b?**

15 A. Once again, it is essentially the same issue, but in this instance it pertains not to
 16 loops, but to DS1 and DS3 dedicated transport.

17 **Q. SHOULD AT&T FLORIDA BE OBLIGATED TO PROVIDE 30 DAYS'**
 18 **WRITTEN NOTICE TO CA BEFORE CONVERTING TO AND**
 19 **CHARGING FOR SPECIAL ACCESS SERVICE FOR DS1 UDT OR DS3**
 20 **UDT CIRCUITS OVER THE CAP ON A ROUTE?**

21 A. No, because AT&T Florida is not obligated to provide more than twelve DS3
 22 UDT circuits and ten DS1 UDT circuits on any route, AT&T Florida should not
 23 be obligated to provide 30 days' written notice to CA before converting transport

⁹ CA's Petition for Arbitration, and consequently DPLs and Issue Lists, identify the affected contract provisions as subsections of UNE § 9.1.5. The affected provisions are in fact sections 9.6.2 and 9.6.3, as indicated above.

1 circuits that exceed the UNE limit it to special access. If CA does not want to pay
2 special access rates, CA should cease ordering when the cap has been met. If CA
3 has already obtained the limit of DS1 UDT or DS3 UDT circuits on a single route,
4 and orders additional UDT circuits, AT&T Florida may choose to reject the order
5 or to install the service. Once it is installed, AT&T Florida may convert any UDT
6 circuit in excess of the cap to special access with no notice.

7 **Q. HOW WOULD CA KNOW IT IS ABOUT TO REACH OR GO OVER THE**
8 **CAP ON A SINGLE ROUTE?**

9 A. By monitoring its activities and DS1 UDT and DS3 UDT circuit inventory on a
10 given route, CA would know when it is about to reach or go over the cap.

11 **Q. WHAT WOULD BE THE PRACTICAL EFFECT OF DELAYING THE**
12 **CONVERSION FOR 30 DAYS AS CA PROPOSES?**

13 A. By requiring 30 days' written notice from AT&T Florida and thereby delaying the
14 conversion of the UDT circuits from UNE to special access, CA would enjoy the
15 lower UNE rates for that length of time. By the same token, AT&T Florida
16 would experience the loss of revenue equal to the difference between the lower
17 UNE rates and the higher special access rates it is entitled to bill.

18 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 59c?**

19 A. As with Issues 59a and 59b, the Commission should reject CA's proposed
20 language that would unreasonably make AT&T Florida CA's UNE record keeper
21 and unlawfully allow CA to pay UNE rates for facilities that CA has no right to
22 obtain at UNE rates.

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ISSUE 62a: SHOULD THE ICA STATE THAT OS/DA SERVICES ARE INCLUDED WITH RESALE SERVICES?

Affected Contract Provisions: Customer Information Services Attachment § 1.2.2

Q. ARE THE OS/DA SERVICES PROVIDED FOR RESALE SERVICES REQUIRED TO BE ORDERED BY CA?

A. No. In the context of resale of retail services (resale), a CLEC purchases in its entirety the existing retail service being provided to the customer the CLEC acquires. Because AT&T Florida’s retail local service includes operator services and directory assistance (“OS/DA”) each resale line comes equipped with OS/DA services. Thus, CA does not order or request them. CA obtains them simply by purchasing the resold service of a retail customer.

Q. IS THE PROCESS FOR OS/DA SERVICES DIFFERENT FOR FACILITES-BASED END USERS?

A. Yes, CA must order OS/DA services for each facilities-based end user. In other words, the OS/DA service does not come equipped on a facilities-based end user’s line unless CA so equips it.

Q. IF IT DESIRES, MAY CA CHOOSE TO REMOVE OS/DA SERVICES FROM A RESALE LINE?

A. Yes, if CA desires to remove the OS/DA service from a resale line, it must order the appropriate blocking for each line and pay the associated charges.

Q. DOES AT&T FLORIDA OFFER ITS RETAIL END USERS THE ABILITY TO BLOCK OS/DA SERVICES?

1 A. Yes, AT&T Florida’s retail end users do have the ability to block OS/DA
2 services.

3 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

4 A. The Commission should approve AT&T Florida’s proposed language in 1.2.2 and
5 make clear that the ICA should state that OS/DA services are included with resale
6 services.

7
8 **ISSUE 62b: DOES CA HAVE THE OPTION OF NOT ORDERING OS/DA**
9 **SERVICE FOR ITS RESALE END USERS?**

10 **Affected Contract Provisions: Customer Information Services**
11 **Attachment § 1.2.3.3**

12 **Q. DOES CA HAVE THE OPTION OF NOT ORDERING OS/DA SERVICE**
13 **FOR ITS RESALE END USERS?**

14 A. No, each resale line comes equipped with OS/DA.

15 **Q. IF IT DESIRES, MAY CA CHOOSE TO REMOVE OS/DA SERVICES**
16 **FROM A RESALE LINE?**

17 A. Yes, if CA desires to remove the OS/DA service from a resale line, it must order
18 the appropriate blocking for each line and pay the associated charges.

19 **ISSUE 63: SHOULD CA BE REQUIRED TO GIVE AT&T FLORIDA THE**
20 **NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF CA’S**
21 **END USER**

22
23 This issue is resolved. AT&T has accepted CA’s language for this ICA
24 provision.

25

1 **ISSUE 64: WHAT TIME INTERVAL SHOULD BE REQUIRED FOR**
2 **SUBMISSION OF DIRECTORY LISTING INFORMATION FOR**
3 **INSTALLATION, DISCONNECTION, OR CHANGE IN SERVICE?**

4 **Affected Contract Provisions: Customer Information Services §6.1.5**

5 **Q. WHAT TIME INTERVAL SHOULD BE REQUIRED FOR SUBMISSION**
6 **OF DIRECTORY LISTING INFORMATION FOR INSTALLATION,**
7 **DISCONNECTION, OR CHANGE IN SERVICE?**

8 A. Within one (1) business day of installation, disconnection or change is the
9 appropriate time for CA to submit directory listing information.

10 **Q. WHAT IS THE REASON AT&T FLORIDA SET THE ONE BUSINESS**
11 **DAY REQUIREMENT FOR SUBMISSION OF DIRECTORY LISTING**
12 **INFORMATION?**

13 A. AT&T works hard to maintain the accuracy of the Directory Assistance (“DA”)
14 database. This requires that information be updated as soon as possible to ensure
15 that customers seeking directory assistance have the most accurate information
16 available. The sooner the database is updated the better because it is unlikely the
17 new customer will provide updated information to all those who may wish to
18 reach the customer. Those wishing to reach the customer can obtain directory
19 listing only if it is in the DA database. AT&T Florida set the one business day
20 requirement to ensure the same level of quality for accurate directory listings that
21 AT&T Florida provides for itself, and for other CLECs.

22 **Q. HOW WOULD DELAYED SUBMISSIONS AFFECT CA’S END USERS?**

23 A. CA’s end users may be harmed by the inability of others to find the CA
24 Customer’s number in the absence of up to date DA submissions. The longer it
25 takes CA to make directory listing submissions the more likely this is so.

1 Directory listings will not be updated until AT&T Florida receives the submission
 2 from CA. CA is doing a disservice to its end users by not providing the listings
 3 timely as their end users' listings will not be accurate.

4 **Q. HOW WOULD DELAYED SUBMISSIONS AFFECT AT&T FLORIDA?**

5 A. Delayed submissions would simply be one more administrative step to and the
 6 attendant cost to query CA for its DA submission information. AT&T Florida
 7 would place the directory listing service order in pending status. If the pending
 8 service orders are not resolved timely by CA, AT&T Florida would contact CA in
 9 an attempt to resolve the issue. This effort could be avoided if CA submits the
 10 directory listing within the timeframe set out in the ICA.

11 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

12 A. The Commission should reject CA's proposal that it have no specific timelines for
 13 submission of DA listing information and adopt AT&T Florida's language in the
 14 in CIS section 6.2.3.

15

16 **ISSUE 65: SHOULD THE ICA INCLUDE CA'S PROPOSED LANGUAGE**
 17 **IDENTIFYING SPECIFIC CIRCUMSTANCES UNDER WHICH**
 18 **AT&T FLORIDA OR ITS AFFILIATES MAY OR MAY NOT USE**
 19 **CLEC SUBSCRIBER INFORMATION FOR MARKETING OR**
 20 **WINBACK EFFORTS?**

21 **Affected Contract Provisions: Customer Information Services § 6.1.9**

22 **Q. REGARDING AT&T'S TREATMENT OF SUBSCRIBER LISTING**
 23 **INFORMATION, IS IT APPROPRIATE TO POINT TO SECTION 222 OF**
 24 **THE ACT?**

1 A. Yes, it is appropriate to point to 47 U.S.C §222. This section describes the
2 treatment of customer proprietary network information and subscriber listings and
3 no further language or criteria is necessary.

4 **Q. WHY IS CA'S LANGUAGE DESCRIBING POTENTIAL**
5 **CIRCUMSTANCES IN WHICH AT&T FLORIDA MAY OR MAY NOT**
6 **USE SUBSCRIBER LISTING INFORMATION INAPPROPRIATE?**

7 A. CA's language attempts to add specific criteria language that must be met to
8 enable AT&T or its affiliates to use CA subscriber information. This additional
9 language is not appropriate because the original language cited Sections 251 and
10 271 of the Act, then AT&T Florida provided additional language that cites
11 Section 222. The three Sections of the Act sufficiently address the parties'
12 requirements, therefore, no additional details regarding scenarios or criteria is
13 necessary. AT&T Florida complies with these Sections of the Act.

14 **ISSUE 66: FOR EACH RATE THAT CA HAS ASKED THE COMMISSION**
15 **TO ARBITRATE, WHAT RATE SHOULD BE INCLUDED IN THE**
16 **ICA?**

17 **Q. WHICH DISPUTED PRICES DO YOU ADDRESS?**

18 A. I address prices related to UNEs, commingling, EELs, collocation, and branding
19 for directory assistance and operator services.

20 **Q. HAS THE COMMISSION PREVIOUSLY APPROVED COST-BASED**
21 **PRICES FOR THE DIRECTORY ASSISTANCE, OPERATOR SERVICES,**
22 **UNES, AND COLLOCATION RATE ELEMENTS CA CHALLENGES?**

23 A. The Commission previously approved AT&T Florida's UNE rates in Docket No.
24 990649-TP, Order No. PSC-01-2051-FOF-TP and Docket No. 990649A-TP,
25 Order No. PSC-02-1311-FOF-TP. Collocation rates were previously approved in

1 Dockets Nos. 981834-TP and 990321-TP, Orders Nos. PSC-04-0895-FOF-TP and
2 PSC-04-0895A-FOF-TP. There are no Commission approved rates for branding
3 for directory assistance and operator services.

4 **Q. ON WHAT BASIS DOES AT&T CHARGE FOR BRANDING FOR**
5 **DIRECTORY ASSISTANCE AND OPERATOR SERVICES SINCE**
6 **THERE ARE NO COMMISSION APPROVED COST BASED RATES?**

7 A. Branding for directory assistance and operator services are not UNEs and are
8 subject to market based rates. For these services, AT&T charges market-based
9 rates. The charges are identical for every CLEC in Florida.

10 **Q. DOES CA HAVE ANY SUPPORT FOR ITS PROPOSED RATES?**

11 A. To the best of my knowledge, no; certainly, CA has not provided any such
12 support so far.

13 **Q. IS CA ENTITLED TO ARBITRATE NEW RATES IN THIS**
14 **PROCEEDING?**

15 A. No. For the same reasons discussed in Witness Pellerin's testimony, CA is not
16 entitled to arbitrate new rates in this proceeding.

17 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

18 A. Yes.

1 **I. INTRODUCTION**

2 **Q. ARE YOU THE SAME SUSAN KEMP WHO SUBMITTED TESTIMONY ON**
3 **BEHALF OF AT&T FLORIDA ON FEBRUARY 16?**

4 A. Yes. In my Rebuttal Testimony, I reference my Direct Testimony as “Kemp Direct.”

5 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

6 A. The purpose of my Rebuttal Testimony is to respond to the Direct Testimony of CA’s
7 witness, Mike Ray (“Ray Direct”) for the issues I addressed in my Direct Testimony.

8 **Q. DO YOU HAVE ANY EXHIBITS SUPPORTING YOUR REBUTTAL**
9 **TESTIMONY?**

10 A. No.

11 **II. DISCUSSION OF ISSUES**

12 **ISSUE 1: IS AT&T FLORIDA OBLIGATED TO PROVIDE UNES FOR THE**
13 **PROVISION OF INFORMATION SERVICES?**

14 **Affected Contract Provision: UNE Attachment § 4.1**

15 **Q. WHAT IS THE DISPUTE IN ISSUE 1?**

16 A. Issue 1 involves Section 4.1 of the UNE Attachment. AT&T Florida’s language states
17 that it will provide UNEs for CA to use to provide a telecommunications service. CA’s
18 language, by contrast, would require AT&T Florida to provide UNEs for use by CA “in
19 any technically feasible manner.”

20 **Q. IS AT&T FLORIDA’S POSITION CONSISTENT WITH THE 1996 ACT?**

21 A. Yes. As stated in my Direct Testimony, this is a legal issue, but I note that Section
22 251(c)(3) of the 1996 Act requires ILECs to provide access to UNEs “for the provision of
23 a telecommunications service” (47 U.S.C. § 251(c)(3)), which is consistent with 47

1 C.F.R. § 51.307(c) (ILECs must provide access to UNEs “in a manner that allows the
2 requesting carrier to provide any telecommunications service”) and 47 C.F.R. § 51.309(d)
3 (ILECs must provide access to UNEs so a CLEC “may provide any telecommunications
4 services” over the UNE). AT&T Florida’s proposed language merely reflects this law.
5 Nothing allows a CLEC to use a UNE for information services only.

6 **Q. WOULD AT&T FLORIDA ALLOW CA TO PROVIDE INFORMATION**
7 **SERVICES OVER A UNE AS LONG AS CA ALSO PROVIDED**
8 **TELECOMMUNICATIONS SERVICE OVER THE UNE?**

9 A. Yes. As long as CA uses a UNE to provide a telecommunications service, it can also use
10 that same UNE for an information service. It just cannot use a UNE for an information
11 service alone.

12 **Q. DOES CA’S TESTIMONY ON ISSUE 1 SHED ANY LIGHT ON THE DISPUTE?**

13 A. No. CA witness Mr. Ray quotes verbatim what CA stated in its Comments.¹ The only
14 point Mr. Ray makes regarding Issue 1 is his claim that “AT&T’s affiliate, AT&T U-
15 Verse, uses UNE facilities provided by AT&T (or some other affiliated entity) for the
16 provision of information services.” Ray Direct at 3. Mr. Ray is wrong. “AT&T U-
17 verse” is not an affiliate or even a separate company. U-Verse service is provided by
18 AT&T Florida itself, so no UNEs are involved. In any event, regardless of the existence
19 of U-Verse service, nothing changes the fact that the 1996 Act and FCC rules require a
20 UNE to be used for a telecommunications service before it can be used for any other

¹ As in my Direct Testimony, when I refer to CA’s Comments, I mean the comments on each issue that CA included in Exhibit B to its Petition for Arbitration.

1 service. AT&T Florida's proposed language reflects that fact, whereas CA's proposed
2 language does not.

3 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 1?**

4 A. The Commission should reject CA's language that would enable it to use UNEs solely for
5 the purpose of providing information services.

6 **ISSUE 2: IS CA ENTITLED TO BECOME A TIER 1 AUTHORIZED**
7 **INSTALLATION SUPPLIER (AIS) TO PERFORM WORK OUTSIDE ITS**
8 **COLLOCATION SPACE?**

9 **Affected Contract Provision: Collocation Attachment § 1.7.3**

10 **Q. IN HIS DIRECT TESTIMONY AT PAGES 4 AND 5, MR. RAY STATES THAT A**
11 **REASONABLE SOLUTION TO ISSUE 2 IS FOR THE PARTIES TO**
12 **ESTABLISH A TELRIC-BASED PRICE FOR COLLOCATION**
13 **CONSTRUCTION ELEMENTS. DOES AT&T FLORIDA AGREE WITH CA'S**
14 **SOLUTION?**

15 A. No. AT&T Florida does not agree with this proposal. First, I would note that this is a
16 dramatic departure from anything either party previously proposed and is not reflected in
17 any of the proposed contract language. Further, Mr. Ray proposed no contract language
18 in his testimony.

19 That said, the new proposal is objectionable for at least the following reasons:

20 (1) As I understand it from counsel, there is no basis for CA's proposal that each
21 "collocation construction element" be provided at a TELRIC-based price. AT&T Florida
22 must provide collocation to CA at TELRIC-based rates (47 U.S.C. §251(c)(6)), but the
23 work that is the subject of CA's proposal is not collocation and there is no requirement
24 that that work be performed at TELRIC-based rates.

1 (2) Even if there were a basis for requiring TELRIC-based prices, it would be
2 impossible to arrive at such prices in this proceeding. There is no list of “collocation
3 construction element[s] to be placed in the ICA,” and even if there were, there is no cost
4 study for any such elements and thus no basis for establishing TELRIC-based prices.

5 (3) Prices aside, AT&T Florida objects to CA’s proposal to shift from itself to
6 AT&T Florida the responsibility for the performance of such construction work as CA
7 may require. AT&T Florida is not responsible for the construction of another carrier’s
8 network. The installation of facilities in AT&T Florida’s central offices, whether for
9 AT&T Florida or for a collocated CLEC, is performed by outside vendors, namely
10 Authorized Installation Suppliers (“AIS”). When a CLEC wants work done that extends
11 outside the CLEC’s collocation space, the CLEC contracts with an AIS to do that work,
12 just as AT&T Florida does. CA is proposing a radical departure from this arrangement.
13 Under CA’s proposal, CA, instead of hiring an AIS to do the work, would direct AT&T
14 Florida to get the work done, and AT&T Florida would contract with an AIS to do the
15 work. The AIS would charge AT&T Florida (at the AIS’s going rate for such work) and
16 AT&T Florida would in turn charge CA – but at some (hypothetical) TELRIC-based rate.
17 This novel arrangement is problematic for at least three reasons.

18 *First*, since AT&T Florida does not control the rates charged by the AIS, which
19 are not TELRIC-based, the rates that AT&T Florida would pay the AIS would in all
20 likelihood exceed the TELRIC-based rates that AT&T Florida could charge CA. As a
21 result, AT&T Florida would sustain financial loss every time CA obtained services.

1 *Second*, the obligation to get the work done timely and properly, along with the
2 attendant liability, would be shifted to AT&T Florida.

3 *Third*, AT&T Florida would be required to establish a process to perform the
4 functions that CA's new proposal contemplates. That process would include, for
5 example, procedures for receiving direction from CA and hiring an AIS to perform the
6 work. The establishment of such a process would cost money, and CA has not proposed
7 to compensate AT&T Florida for that cost. Nor does it make any sense to establish such
8 a process for CA alone.

9 **Q. DOES MR. RAY PROVIDE ANY OTHER TESTIMONY THAT YOU HAVE NOT**
10 **ALREADY ADDRESSED?**

11 A. No, I already addressed the rest of his testimony in my Direct Testimony at pages 5-7.
12 To the extent that CA wishes to work on its equipment in its own collocation space, its
13 representative can qualify as a Tier 2 vendor by attending a one-day course on central
14 office safety. As far as Tier 1 vendors, there are 87 vendors on the Tier 1 list as of
15 January 2015, each of which is authorized to perform work in any AT&T central office
16 across AT&T's footprint. AT&T Florida is not aware of any shortage of Tier 1 vendors
17 to perform work in a timely fashion, either for itself or for CLECs.

18 **ISSUE 3: WHEN CA SUPPLIES A WRITTEN LIST FOR SUBSEQUENT**
19 **PLACEMENT OF EQUIPMENT, SHOULD AN APPLICATION FEE BE**
20 **ASSESSED?**

21 **Affected Contract Provision: Collocation Attachment § 3.17.3.1**

22 **Q. MR. RAY'S DIRECT TESTIMONY DISCUSSES CABLE RECORDS CHARGES.**
23 **RAY DIRECT AT 5. ARE CABLE RECORD CHARGES RELATED TO ISSUE**
24 **3?**

1 A. It is unclear to me how cable records charges relate to the issue and what point Mr. Ray is
2 attempting to make. Issue 3 relates to whether an application fee is charged when CA
3 proposes to collocate equipment that is not already on the approved All Equipment List.
4 In my Direct Testimony, AT&T Florida offered proposed language that should resolve
5 this issue as it is framed.

6 **ISSUE4a: IF CA IS IN DEFAULT, SHOULD AT&T FLORIDA BE ALLOWED TO**
7 **RECLAIM COLLOCATION SPACE PRIOR TO CONCLUSION OF A**
8 **DISPUTE REGARDING THE DEFAULT?**

9 **Affected Contract Provision: Collocation Attachment § 3.20.1**

10 **ISSUE 4b: SHOULD AT&T FLORIDA BE ALLOWED TO REFUSE CA’S**
11 **APPLICATIONS FOR ADDITIONAL COLLOCATION SPACE OR**
12 **SERVICE OR TO COMPLETE PENDING ORDERS AFTER AT&T**
13 **FLORIDA HAS NOTIFIED CA IT IS IN DEFAULT OF ITS**
14 **OBLIGATIONS AS COLLOCATOR BUT PRIOR TO CONCLUSION OF**
15 **A DISPUTE REGARDING THE DEFAULT?**

16 **Affected Contract Provision: Collocation Attachment § 3.20.2**

17 **Q. MR. RAY ASSERTS IN HIS DIRECT TESTIMONY THAT AT&T FLORIDA’S**
18 **PROPOSED LANGUAGE ALLOWS AT&T FLORIDA TO TAKE ACTION**
19 **“WITHOUT FIRST PROVIDING AN OPPORTUNITY FOR CA TO CONTEST**
20 **THE ASSERTION THAT IT IS IN DEFAULT” AND “WITHOUT OVERSIGHT**
21 **OR REVIEW.” RAY DIRECT AT 6. HOW DO YOU RESPOND?**

22 A. I disagree with Mr. Ray. As I noted in my Direct Testimony (at 10), the agreed language
23 does not allow AT&T Florida to reclaim collocation space or refuse to process
24 collocation requests until 60 days after AT&T Florida notifies CA of the default. That
25 provides ample opportunity for CA to provide any information to AT&T Florida that CA
26 believes shows that CA is not in default. For the reasons set forth in my Direct
27 Testimony at page 11, AT&T Florida will be extraordinarily cautious in reclaiming space
28 or refusing a request for collocation if CA disputes the default.

1 In addition, if the parties do not reach an agreement in that 60 day period, CA is
 2 free to initiate a proceeding to determine whether it is or is not in default. As I stated in
 3 my Direct Testimony, although I am not a lawyer, it is my general understanding that CA
 4 could fairly quickly obtain an order temporarily prohibiting AT&T Florida from taking
 5 action against CA by showing that the action would significantly harm CA and that CA is
 6 likely to show that it is not in default. Kemp Direct at 10. That is the very “oversight”
 7 and “review” Mr. Ray erroneously claims is absent.

8 **Q. MR. RAY ARGUES THAT AT&T FLORIDA HAS FAILED TO SHOW THAT**
 9 **THE DISPUTE RESOLUTION IN THE PARTIES’ ICA “IS NOT ADEQUATE**
 10 **TO ADDRESS” AT&T FLORIDA’S CONCERNS. RAY DIRECT AT 6. DO YOU**
 11 **AGREE?**

12 A. I do not agree. Waiting until the dispute resolution process in the parties’ ICA is finally
 13 complete forces AT&T Florida to suffer the consequences of continuing to provide
 14 collocation services to CA while CA is in default, as I explained at page 9 of my Direct
 15 Testimony. The dispute resolution could take years – first the Commission must render
 16 a decision and then one or more courts must hear and decide any appeals.

17 **Q. HOW ABOUT USING THE “ACCELERATED DISPUTE RESOLUTION**
 18 **PROCESS” THE COMMISSION RECENTLY APPROVED, AS MR. RAY**
 19 **SUGGESTS IN HIS DIRECT AT PAGE 6?**

20 A. It is my understanding that that process would not be available to the parties here, for the
 21 reasons set forth in the Direct Testimony of Patricia Pellerin at page 32.

22 **ISSUE 5: SHOULD CA BE REQUIRED TO PROVIDE AT&T FLORIDA WITH A**
 23 **CERTIFICATE OF INSURANCE PRIOR TO STARTING WORK IN CA’S**
 24 **COLLOCATION SPACE ON AT&T FLORIDA’S PREMISES?**

25 **Affected Contract Provision: Collocation Attachment § 4.6.2**

1 **Q. MR. RAY CLAIMS THAT CA CANNOT OBTAIN INSURANCE IN FIVE DAYS**
2 **AND THAT “MOST INSURANCE CARRIERS HAVE REFUSED TO WRITE**
3 **SUCH COVERAGE FOR CLECS.” RAY DIRECT AT 6. HOW DO YOU**
4 **RESPOND?**

5 A. This is the same assertion CA made in its Comments. I fully responded to this point in
6 my Direct Testimony at pages 12 to 14. Mr. Ray does not present anything new in his
7 testimony.

8 **Q. HAVE YOU ALSO ADDRESSED CA’S PROPOSED LANGUAGE TO**
9 **“CLARIFY” THAT AT&T FLORIDA MAY NOT OBTAIN INSURANCE ON**
10 **BEHALF OF CA “IF CA HAS NOT COMMENCED THE WORK FOR WHICH**
11 **THE INSURANCE IS REQUIRED TO COVER?” RAY DIRECT AT 6-7.**

12 A Yes. CA made the same point in its Comments and I already addressed that point at page
13 14 of my Direct Testimony. Again, Mr. Ray offers nothing new.

14 **ISSUE 6: SHOULD AT&T FLORIDA BE ALLOWED TO RECOVER ITS COSTS**
15 **WHEN IT ERECTS AN INTERNAL SECURITY PARTITION TO**
16 **PROTECT ITS EQUIPMENT AND ENSURE NETWORK RELIABILITY**
17 **AND SUCH PARTITION IS THE LEAST COSTLY REASONABLE**
18 **SECURITY MEASURE?**

19 **Affected Contract Provision: Collocation Attachment § 4.11.3.4**

20 **Q. MR. RAY ASSERTS THAT AT&T FLORIDA’S PROPOSED LANGUAGE**
21 **WOULD ALLOW IT TO CHARGE CA FOR “ARBITRARY CONSTRUCTION**
22 **COSTS UNRELATED TO CA’S COLLOCATION” AND IMPOSE “ARBITRARY**
23 **NON-COST-BASED FINANCIAL OBLIGATIONS.” RAY DIRECT AT 7. HOW**
24 **DO YOU RESPOND?**

25 A. It is not clear to me that Mr. Ray has read the agreed language on this issue. The agreed
26 portion of Collocation Section 4.11.3.4 provides in full as follows:

27 AT&T-21STATE may use reasonable security measures to protect its equipment.
28 In the event AT&T-21STATE elects to erect an interior security partition in a
29 given Eligible Structure to separate its equipment, AT&T-21STATE may recover
30 the costs of the partition in lieu of the costs of other reasonable security measures
31 if the partition costs are lower than the costs of any other reasonable security
32 measure for such Eligible Structure. In no event shall a Collocator be required to

1 pay for both an interior security partition to separate AT&T-21STATE's
 2 equipment in an Eligible Structure and any other reasonable security measure for
 3 such Eligible Structure. If AT&T-21STATE elects to erect an interior security
 4 partition and recover the cost, it must demonstrate to the Physical Collocator that
 5 other reasonable security methods cost more than an interior security partition
 6 around AT&T-21STATE's equipment at the time the price quote is given.

7 There are ample protections in this agreed language against arbitrary costs and
 8 non-cost-based obligations. *First*, the security measures must be "reasonable." *Second*,
 9 AT&T Florida may recover the costs of a partition *instead* of the costs of other
 10 reasonable security measures *only* if the partition costs are lower than the costs of those
 11 other reasonable security measures. Consistent with this, the language explicitly provides
 12 that "[i]n no event shall a Collocator be required to pay for both an interior security
 13 partition ... and any other reasonable security measure." *Third*, in those instances where
 14 AT&T Florida seeks to charge for a security partition, AT&T Florida "must demonstrate
 15 to the Physical Collocator that other reasonable security methods cost more than an
 16 interior security partition around AT&T-21STATE's equipment at the time the price
 17 quote is given."

18 In short, there is no basis for Mr. Ray's assertion that AT&T Florida will be able
 19 to impose any arbitrary costs or non-cost-based obligations related to security partitions.

20 **Q. MR. RAY NOTES IN HIS TESTIMONY (AT 7) THAT CA PROPOSES TO**
 21 **LIMIT AT&T FLORIDA'S RIGHT TO RECOVER THE COST OF A SECURITY**
 22 **PARTITION TO THE SITUATION WHERE CA OR ITS AGENT HAS**
 23 **COMMITTED WRONGDOING OR VIOLATED THE PARTIES' AGREEMENT**
 24 **ON AT&T FLORIDA'S PROPERTY. WHAT IS AT&T FLORIDA'S RESPONSE**
 25 **TO THAT PROPOSAL?**

26 A. For the reasons I set out in my Direct Testimony at page 16, AT&T Florida opposes this
 27 language. I would add that Mr. Ray refers in his testimony to the concept of "cost-based"

1 (Ray Direct at 7), which is precisely AT&T Florida's point. It is CA's presence on
2 AT&T Florida's premises that creates the need for reasonable security measures;
3 therefore, CA should bear those costs. Whether CA has done something wrong or
4 violated the agreement is not relevant here.

5 **Q. MR. RAY STATES THAT AT&T FLORIDA CONTROLS WHERE**
6 **COLLOCATIONS ARE PLACED IN A CENTRAL OFFICE AND CENTRAL**
7 **OFFICES TYPICALLY HAVE A SEGREGATED COLLOCATION AREA. RAY**
8 **DIRECT AT 6. DOES THIS SUPPORT CA'S PROPOSED LANGUAGE?**

9 A. No, it has nothing to do with CA's proposed language, which would require CA to have
10 engaged in wrongdoing or violated the parties' agreement before AT&T Florida could
11 recover the costs of its reasonable security measures.

12 I do agree that many central offices have separate collocation areas and those may
13 very well constitute reasonable security measures, as evidenced by the fact that AT&T
14 Florida has not had to install any interior security partitions yet. Kemp Direct at 16.
15 Regardless, the agreed language appropriately protects CA in the scenario Mr. Ray
16 identifies. If a central office already has a segregated collocation space and AT&T
17 Florida wants to locate CA's equipment somewhere else, AT&T Florida will have to
18 "demonstrate to the Physical Collocator that other reasonable security methods cost more
19 than an interior security partition around AT&T-21STATE's equipment at the time the
20 price quote is given." If using the existing segregated space constitutes a reasonable
21 security method, then presumably AT&T Florida will not be able to show that using a
22 security partition is less costly. I would also note that it is unlikely that AT&T Florida
23 would change its mind about the location of the collocation area in the first place, but
24 even if it did, CA is adequately protected.

1 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 6?**

2 A. The Commission should reject CA’s proposal where the language is only applicable if
3 CA has been proven to have committed wrongdoing.

4 **ISSUE 7a: UNDER WHAT CIRCUMSTANCES MAY AT&T FLORIDA CHARGE**
5 **CA WHEN CA SUBMITS A MODIFICATION TO AN APPLICATION**
6 **FOR COLLOCATION, AND WHAT CHARGES SHOULD APPLY?**

7 **Affected Contract Provision: Collocation Attachment § 7.4.1**

8 **ISSUE 7b: WHEN CA WISHES TO ADD TO OR MODIFY ITS COLLOCATION**
9 **SPACE OR THE EQUIPMENT IN THAT SPACE, OR TO CABLE TO**
10 **THAT SPACE, SHOULD CA BE REQUIRED TO SUBMIT AN**
11 **APPLICATION AND TO PAY THE ASSOCIATED APPLICATION FEE?**

12 **Affected Contract Provision: Collocation Attachment § 7.5.1**

13 **Q. ARE YOU ADDRESSING ISSUES 7A AND 7B TOGETHER?**

14 A. Yes. Mr. Ray combined them in his testimony, without explaining which issue he was
15 referring to for particular statements. So I will address them together as well, even
16 though I addressed them individually in my Direct Testimony.

17 **Q. MR. RAY OBJECTS TO CA PAYING A NEW APPLICATION FEE “EVEN IF**
18 **AT&T HAS REJECTED THE APPLICATION IMPROPERLY.” RAY DIRECT**
19 **AT 8. CAN YOU PLEASE ADDRESS MR. RAY’S CONCERN?**

20 A. I am not sure what Mr. Ray means by AT&T Florida rejecting an application improperly,
21 but if that were to happen, the parties’ agreement contains provisions permitting CA to
22 dispute such a rejection or a charge that CA believes is improper. The language CA
23 proposes here is not restricted to instances where AT&T Florida has allegedly improperly
24 rejected an application. Rather, CA proposes that any time AT&T Florida requires a
25 revised or modified application, CA would not have to pay a new application fee. AT&T
26 Florida may reject an application and/or require a modified application due to

1 deficiencies in CA's initial application. CA ought to bear the costs associated with a
2 modification they caused.

3 **Q. IN HIS DIRECT TESTIMONY, MR. RAY OPINES THAT "IT SEEMS**
4 **OBVIOUS" THAT AT&T FLORIDA'S PROPOSED FEES "ARE NOT TELRIC-**
5 **BASED AS APPLIED TO CA REPLACING ITS OWN EQUIPMENT." RAY**
6 **DIRECT AT 8. PLEASE RESPOND.**

7 A. The physical collocation application fees proposed by AT&T Florida were approved and
8 ordered by the Commission. Mr. Ray does not provide any support for his assertion that
9 those fees are not TELRIC-based. Nor does he provide any explanation of the "various
10 extraneous fees" to which he refers, so I am unable to provide a further response.

11 **Q. MR. RAY DISCUSSES ADDING CROSS-CONNECTS TO A COLLOCATION AT**
12 **PAGE 9 OF HIS DIRECT TESTIMONY. DOES AT&T FLORIDA REQUIRE AN**
13 **APPLICATION AND CHARGE A FEE FOR THE APPLICATION WHERE CA**
14 **WANTS TO ADD CROSS-CONNECTS?**

15 A. No, an application is not required for cross-connects. Cross-connects are ordered via a
16 Local Service Request ("LSR"). Mr. Ray concedes that AT&T Florida should be able to
17 recover the costs of adding cross-connects to CA's collocation space, but claims AT&T
18 Florida's pricing is not cost-based. Ray Direct at 9. However, he provides no facts to
19 support this assertion. Nor is that issue related to Issue 7a or 7b.

20 **Q. IN HIS TESTIMONY, MR. RAY POINTS OUT THAT THE PARTIES HAVE**
21 **AGREED TO THE NEBS-CERTIFIED LANGUAGE IN THE CONTRACT, BUT**
22 **THEN OBJECTS TO AT&T FLORIDA CHARGING CA "TO PURCHASE A**
23 **REPLACEMENT PIECE OF EQUIPMENT." RAY DIRECT AT 9. IS HE**
24 **CORRECT?**

25 A. Yes and no. Mr. Ray is correct that the parties have agreed to NEBS-certified language
26 in Section 3.18 in the Collocation Attachment. In addition, the parties have also agreed
27 to language in Collocation Section 3.17.1 that requires equipment to pass two reviews

1 prior to approval for collocation: 1) Collocator’s equipment must be listed on the
 2 approved All Equipment List (“AEL”); and 2) the equipment must be reviewed as to
 3 whether it is “necessary equipment.” Only if the equipment passes both reviews may it
 4 be collocated. There is no disagreement between the parties as to the review process.
 5 As to Mr. Ray’s assertion that AT&T Florida is trying to charge CA “to purchase a
 6 replacement piece of equipment,” that is a red herring. If CA is replacing a piece of
 7 equipment with the same equipment, as opposed to modifying its equipment or adding
 8 new equipment, Section 3.17.1 does not apply.

9 **Q. MR. RAY ALSO MENTIONS ALLEGED ISSUES WITH AT&T FLORIDA**
 10 **PROVIDING CONNECTING FACILITY ASSIGNMENTS (“CFAS”) WHEN**
 11 **DELIVERING A NEW COLLOCATION TO A CLEC. RAY DIRECT AT 9.**
 12 **DOES THIS RELATE TO EITHER ISSUE 7A OR ISSUE 7B?**

13 A. Not as far as I can tell. Nothing in the proposed contract language addresses CFAs and
 14 Mr. Ray’s testimony does not explain how allegedly incorrect CFAs relate to modified
 15 collocation applications or modifying collocation space.

16 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 7A AND 7B?**

17 A. The Commission should reject CA’s proposed language in Collocation Sections 7.4.1 and
 18 7.5.1.

19 **ISSUE 8: IS 120 CALENDAR DAYS FROM THE DATE OF A REQUEST FOR AN**
 20 **ENTRANCE FACILITY, PLUS THE ABILITY TO EXTEND THAT TIME**
 21 **BY AN ADDITIONAL 30 DAYS, ADEQUATE TIME FOR CA TO PLACE**
 22 **A CABLE IN A MANHOLE?**

23 **Affected Contract Provision: Collocation Attachment § 14.2**

24 **Q. IN YOUR DIRECT TESTIMONY YOU STATE THAT “CA HAS NOT**
 25 **PRESENTED ANY INFORMATION THAT WOULD SUGGEST IT NEEDS**
 26 **MORE TIME THAN OTHER CARRIERS IN FLORIDA TO PLACE CABLE IN**

1 **A MANHOLE.” KEMP DIRECT AT 21. DOES MR. RAY’S TESTIMONY**
2 **PRESENT ANY SUCH INFORMATION?**

3 A. No, Mr. Ray merely repeats verbatim CA’s Comments from its Petition for Arbitration.
4 My Direct Testimony addressed the parties’ competing timetables and explains why
5 AT&T Florida’s language is reasonable and CA’s language is not. Kemp Direct at 21-22.

6 **Q. CA PROPOSES TO REMOVE THE PROVISION THAT REQUIRES CA TO**
7 **PROVIDE 15 DAYS’ NOTICE IF IT WANTS TO TAKE ADVANTAGE OF THE**
8 **AUTOMATIC 30 DAY EXTENSION. RAY DIRECT AT 10-11. WHY IS 15**
9 **DAYS’ NOTICE NECESSARY?**

10 A. As I noted in my Direct Testimony at 22, when AT&T Florida’s riser cable is coiled in
11 the vault and waiting for CA to meet at the manhole it clutters the vault area near the
12 manhole and makes it difficult to work there. Therefore, it is possible that there are other
13 projects that are on hold waiting for that vault area to be cleared of AT&T Florida’s cable
14 (which must await the installation by CA of its cable). If the installation of CA’s cables
15 is going to be delayed by CA, AT&T Florida needs the 15 days’ notice to be able to
16 reassign the splicer who had been assigned to CA’s work and to advise those involved
17 with the other projects so they and AT&T Florida can redeploy and reschedule the
18 resources that they were going to use for those subsequent projects. When CA delays its
19 ready date, its splicing job must be rescheduled by AT&T. As a result, CA’s installation
20 job would return to the workload queue and a new installation date would be assigned.

21 **ISSUE 9a: SHOULD THE ICA REQUIRE CA TO UTILIZE AN AT&T FLORIDA**
22 **AIS TIER 1 FOR CLEC-TO-CLEC CONNECTION WITHIN A CENTRAL**
23 **OFFICE?**

24 **Affected Contract Provision: Collocation Attachment § 17.1.2**

25 **Q. CA WITNESS RAY STATES CA IS OPEN TO USING THE SAME MECHANISM**
26 **THAT IT HAS PROPOSED FOR OTHER COLLOCATION CONSTRUCTION**

1 **ELEMENTS. RAY DIRECT AT 11. TO WHAT MECHANISM IS HE**
2 **REFERRING AND HOW DOES AT&T FLORIDA RESPOND?**

3 A. Presumably, Mr. Ray is referring to the concept he introduced in Issue 2. AT&T
4 Florida's position on that proposal is the same here as it is with respect to Issue 2.

5 **Q. DOES MR. RAY PROVIDE ANY TESTIMONY REGARDING THIS ISSUE**
6 **THAT YOU HAVE NOT ALREADY ADDRESSED?**

7 A. No. Other than the above, Mr. Ray just repeats what CA stated in its Comments, and I
8 addressed that in my Direct Testimony (at 23-24).

9 **ISSUE 10: IF EQUIPMENT IS IMPROPERLY COLLOCATED (E.G., NOT**
10 **PREVIOUSLY IDENTIFIED ON AN APPROVED APPLICATION FOR**
11 **COLLOCATION OR NOT ON AUTHORIZED EQUIPMENT LIST), OR**
12 **IS A SAFETY HAZARD, SHOULD CA BE ABLE TO DELAY REMOVAL**
13 **UNTIL THE DISPUTE IS RESOLVED?**

14 **Affected Contract Provision: Collocation Attachment § 3.18.4**

15 **Q. DO YOU HAVE ANY COMMENTS REGARDING MR. RAY'S TESTIMONY ON**
16 **ISSUE 10? RAY DIRECT AT 12.**

17 A. Mr. Ray's testimony is identical to CA's Comments on this issue in Exhibit B to its
18 arbitration petition. My Direct Testimony (at pp. 27-29) addressed each of the points Mr.
19 Ray makes.

20 **ISSUE 31: DOES AT&T FLORIDA HAVE THE RIGHT TO REUSE NETWORK**
21 **ELEMENTS OR RESOLD SERVICES FACILITIES UTILIZED TO**
22 **PROVIDE SERVICE SOLELY TO CA'S CUSTOMER SUBSEQUENT TO**
23 **DISCONNECTION BY CA'S CUSTOMER WITHOUT A**
24 **DISCONNECTION ORDER BY CA?**

25 **Affected Contract Provision: GT&C Attachment § 28.4**

26 **Q. WHAT IS THE STATUS OF ISSUE 31?**

27 A. The parties have resolved this issue.

1 **ISSUE 44: SHOULD THE AGREEMENT CONTAIN A DEFINITION FOR HDSL-**
2 **CAPABLE LOOPS?**

3 **Affected Contract Provisions: UNE Attachment § 16.5**

4 **Q. DOES MR. RAY PROVIDE ANY SUPPORT FOR CA'S POSITION**
5 **REGARDING A DEFINITION FOR HDSL-CAPABLE LOOPS OTHER THAN**
6 **WHAT CA STATED IN ITS COMMENTS?**

7 A. No. His testimony is verbatim from CA's comments and I fully addressed the issue in
8 my Direct Testimony at page 31 and 32.

9 **ISSUE 48a: SHOULD THE PROVISIONING DISPATCH TERMS AND RELATED**
10 **CHARGES IN THE OSS ATTACHMENT APPLY EQUALLY TO BOTH**
11 **PARTIES?**

12 **Affected Contract Provisions: OSS Attachment § 6.4**

13 **ISSUE 48b: SHOULD THE REPAIR TERMS AND RELATED CHARGES IN THE**
14 **OSS ATTACHMENT APPLY EQUALLY TO BOTH PARTIES?**

15 **Affected Contract Provisions: OSS Attachment § 7.12**

16 **Q. AT PAGE 42 OF HIS TESTIMONY, MR. RAY ASSERTS THAT AT&T**
17 **FLORIDA "OFTEN REPORTS TO CA THAT A SERVICE IS INSTALLED OR**
18 **REPAIRED WHEN IN FACT AT&T HAS NOT INSTALLED OR REPAIRED**
19 **THE SERVICE," CAUSING CA TO DISPATCH ITS OWN TECHNICIANS.**
20 **PLEASE RESPOND TO MR. RAY'S ASSERTION.**

21 A. I have two points to make. *First*, AT&T Florida disputes that it often reports that AT&T
22 Florida has installed or repaired service when it has not. Mr. Ray has not presented
23 anything to support that assertion. *Second*, and most importantly, in an instance where
24 service to a CA end user is not functioning even after AT&T Florida has done what it
25 believes it needed to do to install or repair AT&T Florida's portion of the service, the
26 appropriate next step is *not* for CA to dispatch one of its technicians to "resolve the
27 problem caused by AT&T," as the language CA proposes states. The appropriate next
28 step is for CA to conduct due diligence and properly test to make sure the issue is not on

1 CA’s portion of the service. If the problem is isolated to AT&T Florida’s portion of the
 2 service, CA may create a trouble ticket. AT&T Florida will then take whatever steps are
 3 necessary to resolve the problem. In no circumstance should CA dispatch a technician to
 4 try to resolve a problem on AT&T Florida’s side of the network. In those circumstances
 5 when the problem resides where AT&T Florida and CA’s network meet, the parties may
 6 physically meet to troubleshoot the problem, but only after other avenues have been
 7 explored.

8 **ISSUE 50: IN ORDER FOR CA TO OBTAIN FROM AT&T FLORIDA AN**
 9 **UNBUNDLED NETWORK ELEMENT (UNE) OR A COMBINATION OF**
 10 **UNES FOR WHICH THERE IS NO PRICE IN THE ICA, MUST CA**
 11 **FIRST NEGOTIATE AN AMENDMENT TO THE ICA TO PROVIDE A**
 12 **PRICE FOR THAT UNE OR UNE COMBINATION?**

13 **Affected Contract Provisions: UNE Attachment § 1.3**

14 **Q. IN YOUR DIRECT TESTIMONY, YOU RAISED TWO LEGAL REASONS**
 15 **THAT YOU UNDERSTAND MAKE CA’S PROPOSED LANGUAGE**
 16 **CONTRARY TO FEDERAL LAW. KEMP DIRECT AT 37-42. DOES MR.**
 17 **RAY’S DIRECT TESTIMONY ADDRESS THOSE ISSUES?**

18 A. Not at all. CA does not offer any testimony to explain how its proposal is consistent with
 19 federal law, which holds that once a CLEC has an ICA with an ILEC, the ILEC’s only
 20 obligations to the CLEC with respect to the requirements of the 1996 Act are the
 21 obligations set forth in that ICA. If CA wants the ability to buy a UNE that another
 22 CLEC can buy through that CLEC’s ICA, CA must request such terms during
 23 negotiations. The negotiation period that led to this arbitration was the chance for CA to
 24 have made such a request.

1 Nor does CA reconcile its proposal with the FCC’s “All-or-Nothing” rule.
2 Instead, CA’s proposed language would improperly allow CA to pick and choose select
3 parts of another ICA.

4 **ISSUE 51: SHOULD AT&T FLORIDA BE REQUIRED TO PROVE TO CA’S**
5 **SATISFACTION AND WITHOUT CHARGE THAT A REQUESTED UNE**
6 **IS NOT AVAILABLE?**

7 **Affected Contract Provisions: UNE Attachment § 1.5**

8 **Q. MR. RAY ALLEGES THAT WHILE WORKING FOR ASTROTEL AND TERRA**
9 **NOVA TELECOM, AT&T REJECTED UNE ORDERS DUE TO LACK OF**
10 **FACILITIES WHEN, IN FACT, FACILITIES EXISTED. RAY DIRECT AT 43.**
11 **IF THAT WERE TO HAVE OCCURRED, WHAT OPTIONS WOULD BE**
12 **AVAILABLE TO CA TO ADDRESS THE ORDER REJECTION IF CA**
13 **BELIEVED AT&T FLORIDA’S DETERMINATION THAT FACILITIES WERE**
14 **NOT AVAILABLE WAS INCORRECT?**

15 A. First, CA has access to the same tools to determine the availability of facilities that
16 AT&T Florida uses to make a determination, as I noted in my Direct Testimony at page
17 43. In addition, if CA desires, it may request AT&T Florida perform a manual Loop
18 Make Up at the charge found in the Pricing Schedule.

19 If CA still believes that AT&T Florida’s determination regarding a lack of
20 facilities is incorrect after availing itself of those options, CA is free to invoke its right to
21 dispute resolution under the ICA, which could include submitting the issue to the
22 Commission for resolution.

23 **ISSUES 53a AND 53b: SHOULD CA BE ALLOWED TO COMMINGLE ANY UNE**
24 **ELEMENT WITH ANY NON-UNE ELEMENT IT CHOOSES?**
25 **Affected Contract Provisions: UNE Attachment §§ 2.3 and 6.3.3**

26 **Q. WHAT IS THE STATUS OF ISSUE 53?**

1 A. The parties have resolved Issue 53b, which addressed the dispute in UNE Section 6.3.3.
2 Issue 53a remains open.

3 **Q. WHAT IS THE DISPUTE IN ISSUE 53a?**

4 A. The dispute in Issue 53a is whether CA can expand the FCC’s definition of commingling,
5 for example, by defining it to include commingling a UNE with any other “service
6 element.” As explained in my Direct Testimony, AT&T Florida’s proposed language in
7 UNE Section 2.3 precisely tracks the FCC’s definition of commingling in 47 C.F.R. §
8 51.5, which is limited to commingling UNEs with facilities or services obtained from an
9 ILEC at wholesale. CA’s language, by contrast, does not track the FCC’s language.
10 Instead, CA tries to introduce new, undefined concepts like commingling with a “service
11 element.” CA’s language also is not expressly limited to commingling with products or
12 services obtained from the ILEC at wholesale.

13 **Q. DOES CA’S TESTIMONY SHED ANY LIGHT ON ISSUE 53a?**

14 A. No. Mr. Ray simply declares that CA “believes it is entitled” to its language and claims,
15 with no further explanation, that AT&T Florida’s language is “inconsistent with FCC
16 rules and orders.” Ray Direct at 44. As I have shown in my Direct Testimony (at 45-46),
17 Mr. Ray is incorrect. AT&T Florida’s language tracks the FCC’s rules, whereas CA’s
18 does not.

19 **ISSUE 54a: IS THIRTY (30) DAYS’ WRITTEN NOTICE SUFFICIENT NOTICE**
20 **PRIOR TO CONVERTING A UNE TO THE EQUIVALENT**
21 **WHOLESALE SERVICE WHEN SUCH CONVERSION IS**
22 **APPROPRIATE?**

23 **Affected Contract Provisions: UNE Attachment § 6.2.6**

1 **Q. MR. RAY CLAIMS THAT “CA CANNOT POSSIBLY TRANSITION ITS**
2 **CUSTOMER BASE TO NEW SERVICE ARRANGEMENTS IN 30 DAYS.” RAY**
3 **DIRECT AT 44. HOW DO YOU RESPOND?**

4 A. As I explained in my Direct Testimony (at 47), CA should be well aware of how many
5 loops it has to every building it serves. CA should have this information and therefore
6 should not need any notice from AT&T Florida. CA can avoid the requirement for this
7 notice, however, by effectively monitoring its activities and maintaining its UNE and
8 UNE combination loop inventory. This would enable CA to proactively convert the
9 services on its own, rather than waiting until AT&T Florida manages the conversion for
10 CA. If CA fails to do this, it only has itself to blame.

11 Giving CA 180 days after notice to transition its customers would incent CA to
12 not proactively monitor its activities. By delaying the conversion from UNE to wholesale
13 services beyond AT&T Florida’s proposed 30 days, CA would be able to reap the lower
14 UNE rates for that additional 150 days. By the same token, AT&T Florida would
15 experience the loss of revenue equal to the difference between the lower UNE rates and
16 the higher special access rates it is entitled to bill.

17 **ISSUE 54b: IS THIRTY (30) CALENDAR DAYS SUBSEQUENT TO WIRE CENTER**
18 **NOTICE OF NON-IMPAIRMENT SUFFICIENT NOTICE PRIOR TO**
19 **BILLING THE PROVISIONED ELEMENT AT THE EQUIVALENT**
20 **SPECIAL ACCESS RATE/TRANSITIONAL RATE?**

21 **Affected Contract Provisions: UNE Attachment § 14.10.2.2, 14.10.2.3.1.1,**
22 **and 14.10.2.3.1.2**

23 **Q. MR. RAY CLAIMS THAT THIRTY CALENDAR DAYS IS NOT ADEQUATE**
24 **TIME FOR CA TO TRANSITION ITS CUSTOMERS TO ALTERNATE**
25 **COMMERCIAL ARRANGEMENTS. RAY DIRECT AT 45. DO YOU AGREE?**

1 A. No. This dispute is not about CA actually transitioning its end users to new
 2 arrangements. This dispute is about the applicable rate change from UNE to wholesale
 3 rates for circuits that CA did not get transitioned when the wire center is considered non-
 4 impaired and UNE rates are no longer available. Allowing CA to pay the lower UNE
 5 rate for any amount of time after notice merely gives CA a rate to which it is not legally
 6 entitled, and deprives AT&T Florida of the revenue it is permitted to receive. AT&T
 7 Florida’s proposed 30-day period, which starts 60 days after the notice of non-
 8 impairment is provided, is certainly reasonable.

9 **ISSUE 55: TO DESIGNATE A WIRE CENTER AS UNIMPAIRED, SHOULD AT&T**
 10 **FLORIDA BE REQUIRED TO PROVIDE WRITTEN NOTICE TO CA?**

11 **Affected Contract Provisions: UNE Attachment § 15.1**

12 **Q. MR. RAY TESTIFIES THAT UNDER AT&T FLORIDA’S PROPOSAL, AT&T**
 13 **FLORIDA WOULD ONLY POST NOTICE THAT A WIRE CENTER HAD BEEN**
 14 **DESIGNATED UNIMPAIRED ON ITS WEBSITE. RAY DIRECT AT 46. IS**
 15 **THAT CORRECT?**

16 A. No. CA falsely claims that the only way to get notice of a wire center being designated
 17 as unimpaired is by AT&T Florida posting it on a website. While that is one way AT&T
 18 Florida provides notice – by posting on CLEC Online in the form of an Accessible Letter
 19 – that is not the only way CA can get notice. As I explained in my Direct Testimony (at
 20 51), any CLEC (including CA) that wants to receive individual notices and thus not rely
 21 on visiting CLEC Online may subscribe to direct notices of Accessible Letters. A CLEC
 22 that elects this option specifies the recipients to whom AT&T Florida is to send the
 23 Accessible Letters via email. CLECs can even designate multiple recipients.

24 **ISSUE 56: SHOULD THE ICA INCLUDE CA’S PROPOSED LANGUAGE**
 25 **BROADLY PROHIBITING AT&T FLORIDA FROM TAKING CERTAIN**

1 **MEASURES WITH RESPECT TO ELEMENTS OF AT&T FLORIDA’S**
2 **NETWORK?**

3 **Affected Contract Provisions: UNE Attachment §4.6.4**

4 **Q. MR. RAY DISCUSSES A SCENARIO IN WHICH AT&T FLORIDA**
5 **SUBSTITUTES A CONDITIONED LOOP FOR AN UNCONDITIONED ONE.**
6 **RAY DIRECT AT 46. ARE HIS CONCERNS JUSTIFIED?**

7 A. No. I would note that CA included similar language in its Comments, but now says there
8 are “some,” not “many” customers who have ordered conditioned loops and tested them.
9 But notably, CA does not allege that AT&T Florida has ever swapped a conditioned loop
10 for an unconditioned loop; it just crafts its testimony to suggest as much. Either way,
11 CA’s example is a red herring. AT&T would condition a new loop, if a spare is
12 available, rather than swap a loop with one serving CA’s customer. If AT&T Florida
13 were to change a conditioned loop to an unconditioned one, it would not be providing the
14 product or service that had been requested and CA would have ample remedies.

15 Mr. Ray offers nothing in his testimony to address AT&T Florida’s legitimate
16 concerns that CA’s language is overly broad and could inhibit AT&T Florida from
17 maintaining its network in an efficient fashion as I explained in my Direct Testimony at
18 page 52. There is no reasonable basis to include CA’s proposed Section 4.6.4 in the
19 ICA.

20 **ISSUE 57: MAY CA USE A UNE TO PROVIDE SERVICE TO ITSELF OR FOR**
21 **OTHER ADMINISTRATIVE PURPOSES?**

22 **Affected Contract Provisions: UNE Attachment § 4.7.1**

23 **Q. DOES THE 1996 ACT ALLOW A CLEC TO USE A UNE TO PROVIDE**
24 **SERVICE TO ITSELF OR FOR OTHER ADMINISTRATIVE PURPOSES?**

1 A. No. This is a legal issue and I am not an attorney, but I summarized AT&T Florida's
2 legal position in my Direct Testimony. In short, Section 251(c)(3) of the 1996 Act
3 requires an ILEC to provide UNEs to a CLEC "for the provision of a telecommunications
4 service" (47 U.S.C. § 251(c)(3); *accord*, 47 C.F.R. §§ 51.307(a) and 51.309(d)), and the
5 1996 Act and the FCC's rules define a "telecommunications service" in a way that does
6 not include a carrier providing service to itself or for administrative purposes.

7 **Q. DOES CA'S TESTIMONY SHED ANY LIGHT ON ISSUE 57?**

8 A. No. CA claims it can use a UNE for "any permissible purpose" (Ray Direct at 47), but
9 ignores that *permissible* purposes does not mean *any* purpose. As the Act and FCC rules
10 show, the "permissible purpose" is to provide a "telecommunications service," which is
11 defined as a service to the public for a fee. A CLEC that used a UNE to serve itself or for
12 administrative purposes would not be providing service to the public for a fee.

13 **Q. DOES CA'S TESTIMONY SUGGEST IT MAY MISUNDERSTAND THE**
14 **DISPUTE?**

15 A. Yes. CA's testimony suggests that it thinks AT&T Florida would refuse to provide
16 UNEs that are not used to serve a specific customer, but rather are part of CA's "overall
17 network infrastructure." Ray Direct at 47. That is not the case. There are some UNEs,
18 such as dedicated interoffice transport, that would not be used by CA to serve a specific
19 customer, but rather would be part of its overall network. CA can still obtain available
20 UNEs, provided they are used to provide telecommunications service and to provide
21 service to CA's customers in general (*e.g.*, by connecting to the local loops that serve
22 CA's customers). The only purpose of AT&T Florida's proposed language in UNE
23 Section 4.7.1 is to make clear that CA cannot obtain a UNE and then use that UNE *solely*

1 to provide service to itself or for administrative purposes, rather than using it as part of its
2 overall network to serve end-user customers.

3 **ISSUE 58a AND 58b: IS MULTIPLEXING AVAILABLE AS A STAND-ALONE UNE**
4 **INDEPENDENT OF LOOPS AND TRANSPORT?**

5 **Affected Contract Provisions: UNE Attachment § 6.4.2 and UNE**
6 **Attachment § 9.6.1**

7 **Q. WHAT IS CA’S ANSWER TO THE ISSUE STATEMENT HERE – IS**
8 **MULTIPLEXING AVAILABLE AS A STAND-ALONE UNE INDEPENDENT OF**
9 **LOOPS AND TRANSPORT?**

10 A. Mr. Ray testifies that “CA is not arguing that multiplexing must be offered as a
11 standalone UNE” (Ray Direct at 47), so apparently CA’s answer is “No.” That is AT&T
12 Florida’s position too.

13 **Q. WHAT THEN IS CA’S PROBLEM WITH AT&T FLORIDA’S PROPOSED**
14 **LANGUAGE FOR UNE SECTIONS 6.4.2 AND 9.6.1?**

15 A. It is not clear. Mr. Ray’s testimony does not address AT&T Florida’s proposed contract
16 language for either UNE Section 6.4.2 or UNE Section 9.6.1. Since Section 6.4.2 mirrors
17 the language of 47 C.F.R. §51.318(b), there is no reasonable basis for CA to oppose that
18 language. In addition, the definition in AT&T Florida’s proposed Section 9.6.1
19 accurately defines multiplexing as an item ordered in conjunction with DS1 or DS3
20 unbundled dedicated transport (“UDT”) that converts a circuit from higher to lower
21 bandwidth, or from digital to voice grade. Again, CA has not presented any argument as
22 to why that language is not appropriate.

23 **ISSUE 59a: IF AT&T FLORIDA ACCEPTS AND INSTALLS AN ORDER FOR A DS1**
24 **AFTER CA HAS ALREADY OBTAINED TEN DS1S IN THE SAME**
25 **BUILDING, MUST AT&T FLORIDA PROVIDE WRITTEN NOTICE**
26 **AND ALLOW 30 DAYS BEFORE CONVERTING TO AND CHARGING**

1 **FOR SPECIAL ACCESS SERVICE?**

2 **Affected Contract Provisions: UNE Attachment § 8.1.3.4.4**

3 **ISSUE 59b: MUST AT&T PROVIDE NOTICE TO CA BEFORE CONVERTING DS3**
4 **DIGITAL UNE LOOPS TO SPECIAL ACCESS FOR DS3 DIGITAL UNE**
5 **LOOPS THAT EXCEED THE LIMIT OF ONE UNBUNDLED DS3 LOOP**
6 **TO ANY SINGLE BUILDING?**

7 **Affected Contract Provisions: UNE Attachment § 8.1.3.5.4**

8 **ISSUE 59c: FOR UNBUNDLED DS1 OR DS3 DEDICATED TRANSPORT CIRCUITS**
9 **THAT AT&T FLORIDA INSTALLS THAT EXCEED THE APPLICABLE**
10 **CAP ON A SPECIFIC ROUTE, MUST AT&T FLORIDA PROVIDE**
11 **WRITTEN NOTICE AND ALLOW 30 DAYS PRIOR TO CONVERSION**
12 **TO SPECIAL ACCESS?**

13 **Affected Contract Provisions: UNE Attachment §§ 9.6.2, 9.6.3**

14 **Q. WHAT IS THE DISPUTE HERE?**

15 A. The FCC’s rules limit how many unbundled DS1 or DS3 UNE loops a CLEC can have to
16 a single building (Issues 59a and 59b) and how many unbundled DS1 or DS3 dedicated
17 transport circuits a CLEC can have on a specific route (Issue 59c). AT&T Florida’s
18 proposed language ensures that if it provisions a UNE loop or dedicated transport circuit
19 for CA beyond the cap, AT&T Florida can convert that UNE loop or dedicated transport
20 circuit to special access and charge special access rates from the date it was provisioned.
21 The rationale is that CA should keep track of its UNEs and know when it is exceeding the
22 cap, and AT&T Florida should not be left to recover only UNE rates when it later
23 discovers CA has exceeded the cap. CA’s proposed language, by contrast, would require
24 AT&T Florida to provide 30 days’ notice before converting the mistakenly provisioned
25 UNE loop or dedicated transport circuit to special access, and not charge special access
26 rates until after the notice period. Nothing in the FCC’s rules requires AT&T Florida to
27 recover only UNE rates for facilities that exceed the UNE cap.

1 **Q. DOES CA'S TESTIMONY SUGGEST THAT IT MISUNDERSTANDS THE**
2 **ISSUE?**

3 A. Yes. Mr. Ray complains that AT&T Florida "should not automatically install a circuit
4 other than what was ordered if what was ordered is unavailable," and instead "should
5 reject the UNE order back to CA[.]" Ray Direct at 48. But that is what AT&T Florida
6 normally will do if it catches CA's error at the time of the order and knows CA is going
7 to exceed the cap. The ICA language in dispute, however, is necessary to protect AT&T
8 Florida in situations where it does not catch CA's error and proceeds to provision CA's
9 order. In that case, AT&T Florida should be allowed to recover special access prices
10 from the date of provisioning. Any other result would give CA a windfall discount just
11 because AT&T Florida did not immediately catch CA's error. The burden should not be
12 on AT&T Florida to police CA's ordering and provide written notice of a violation, nor
13 should AT&T Florida have to delay charging special access rates when, as matter of law,
14 CA has no right to UNE rates.

15 **Q. ISN'T THE ISSUE REALLY WHERE THE RISK OF ERROR SHOULD LIE?**

16 A. Yes. As the party ordering service, it is CA's obligation to monitor its UNE count and
17 not place UNE orders that exceed the cap. Indeed, CA has already agreed to language in
18 UNE Section 8.1.3.4.4 stating that "CLEC may not order or otherwise obtain, and CLEC
19 will cease ordering unbundled DS1 digital UNE loops once CLEC has already obtained
20 ten DS1 digital UNE loops at the same building." CA also agreed to similar language in
21 Section 8.1.3.5.4 regarding DS3 loops and Sections 9.6.2 and 9.6.3 regarding dedicated
22 transport. Thus, CA agrees it has no right to order DS1 or DS3 UNEs that exceed the
23 FCC's caps. If CA places such an order, then it should bear the risk that AT&T Florida

1 will fulfill it by providing the circuit at special access prices – which is all CA is legally
2 entitled to. If CA does not want to pay special access prices for the circuit, it can always
3 have it taken down.

4 **ISSUE 62a: SHOULD THE ICA STATE THAT OS/DA SERVICES ARE INCLUDED**
5 **WITH RESALE SERVICES?**

6 **Affected Contract Provisions: Customer Information Services Attachment §**
7 **1.2.2**

8 **ISSUE 62b: DOES CA HAVE THE OPTION OF NOT ORDERING OS/DA SERVICE**
9 **FOR ITS RESALE END USERS?**

10 **Affected Contract Provisions: Customer Information Services Attachment §**
11 **1.2.3.3**

12 **Q. DOES MR. RAY PRESENT ANYTHING IN HIS TESTIMONY ON ISSUE 62a**
13 **OR 62b TO WHICH YOU HAVE NOT ALREADY RESPONDED IN YOUR**
14 **DIRECT TESTIMONY?**

15 A. No. His testimony at page 50 is identical to what CA said in its Comments, which I fully
16 addressed in my Direct Testimony at pages 61 and 62.

17 **ISSUE 64: WHAT TIME INTERVAL SHOULD BE REQUIRED FOR SUBMISSION**
18 **OF DIRECTORY LISTING INFORMATION FOR INSTALLATION,**
19 **DISCONNECTION, OR CHANGE IN SERVICE?**

20 **Affected Contract Provisions: Customer Information Services**
21 **Attachment § 6.1.5**

22 **Q. MR. RAY CLAIMS NEITHER CA NOR AT&T FLORIDA SHOULD HAVE THE**
23 **RIGHT TO FORCE AN END USER TO PLACE A LISTING. DOES AT&T**
24 **FLORIDA’S CONTRACT LANGUAGE FORCE A CA END USER TO PLACE A**
25 **LISTING?**

26 A. Not at all. The contract language only applies where there is a change “affecting the
27 [directory assistance] database or the directory listing of a CLEC End User.” If the CA
28 end user does not want a listing, there is nothing for CA to submit and the deadline in
29 Customer Information Services (“CIS”) Section 6.1.5 does not apply.

1 **Q. WHAT TYPE OF LISTING INFORMATION DOES THE LANGUAGE**
2 **ANTICIPATE CA WOULD SUBMIT?**

3 A. As an example, the listing information CA would submit might be new listings, changes,
4 or disconnects.

5 **Q. DO YOU AGREE WITH MR. RAY’S ASSERTION THAT THIS IS A PARITY**
6 **ISSUE?**

7 A. Yes, but for different reasons. The timeline provided in the contract language would
8 provide service to CA end users that is consistent with the service AT&T Florida
9 provides its own customers for the listings provided to publishers and for directory
10 assistance. In order to provide consistent service to CA, it is necessary for AT&T Florida
11 to obtain listing information from CA within one business day of installation. This
12 ensures the same level of quality for accurate directory listings that AT&T Florida
13 provides for itself or any other CLEC. It takes up to 72 hours to process the listings and
14 AT&T Florida requests submission within one business day from all CLECs. Any delay
15 affects CA’s end users because the end users’ information will be incorrect or unavailable
16 until the listings are processed. This affects directory assistance as well as the listings
17 that are provided to publishers.

18 **ISSUE 65: SHOULD THE ICA INCLUDE CA’S PROPOSED LANGUAGE**
19 **IDENTIFYING SPECIFIC CIRCUMSTANCES UNDER WHICH AT&T**
20 **FLORIDA OR ITS AFFILIATES MAY OR MAY NOT USE CLEC**
21 **SUBSCRIBER INFORMATION FOR MARKETING OR WINBACK**
22 **EFFORTS?**

23 **Affected Contract Provisions: Customer Information Services § 6.1.9.1**

24 **Q. MR. RAY ASSERTS IN HIS TESTIMONY (AT 51) THAT “CA BELIEVES THAT**
25 **ITS POSITION ... COMPLIES WITH CURRENT FCC ORDERS REGARDING**
26 **CUSTOMER PROPRIETARY NETWORK INFORMATION (“CPNI”) AND**
27 **SECTION 222 OF THE ACT?” HOW DO YOU RESPOND?**

1 A. I think Mr. Ray makes AT&T Florida's point for it. Mr. Ray acknowledges that the
2 language of the agreement ought to comply with Section 222 of the Act (and the FCC
3 orders regarding CPNI that are promulgated pursuant to Section 222). That is precisely
4 what AT&T Florida's language achieves, because it points directly to 47 U.S.C. §222; no
5 additional language or criteria is necessary or proper. The best that CA can say is that it
6 "believes" its language complies with "current" FCC orders. Even if that is true, that is
7 not sufficient. The language of the agreement should comply with Section 222 and FCC
8 orders as they may exist now or in the future. The Commission should adopt AT&T
9 Florida's proposed language for CIS Section 6.1.9.1.

10 **ISSUE 66: FOR EACH RATE THAT CA HAS ASKED THE COMMISSION TO**
11 **ARBITRATE, WHAT RATE SHOULD BE INCLUDED IN THE ICA?**

12 **Q. WHAT IS CA'S POSITION REGARDING THE RATES TO BE INCLUDED IN**
13 **THE ICA?**

14 A. According to Mr. Ray, CA has suggested rates similar to Verizon's rates for the same rate
15 elements. For charges for which Verizon does not have a rate, CA proposes ones it says
16 are "more commercially reasonable."

17 **Q. DOES MR. RAY PROVIDE ANY SUPPORT FOR CA'S PROPOSED RATES?**

18 A. None whatsoever. His testimony is limited to two short sentences on the subject.

19 **Q. IS IT APPROPRIATE TO BASE AT&T FLORIDA'S RATES ON VERIZON'S**
20 **RATES?**

21 A. No. Verizon's rates are based on Verizon's costs, which have nothing to do with AT&T
22 Florida's costs. The Commission should adopt AT&T Florida's proposed rates, which

1 are based on AT&T Florida's costs, and have been either already approved by the
2 Commission or are the rates AT&T Florida charges other carriers in Florida.

3 **Q. DOES THIS CONCLUDE YOUR REPLY TESTIMONY?**

4 **A. Yes.**

1 **BY MR. HATCH:**

2 Q Did you also have two exhibits to your direct
3 testimony?

4 A Yes.

5 Q And those are listed as SK-1 and 2; is that
6 correct?

7 A Yes.

8 Q Do you have any changes or corrections to those
9 exhibits?

10 A No.

11 **MR. HATCH:** Mr. Chairman, those are identified
12 in the staff's exhibit list as No. 24 and 25.

13 **COMMISSIONER BRISÉ:** Okay. Thank you.

14 **BY MR. HATCH:**

15 Q Ms. Kemp, do you have a summary of your direct
16 and rebuttal testimony?

17 A Yes, I do.

18 Q Could you give that now, please?

19 A Yes. Good morning. I'm Susan Kemp, Associate
20 Director, Wholesale Regulatory Policy and Support. I
21 provide support for a number of areas, including
22 collocation, unbundled network elements, UNEs, and
23 pricing.

24 AT&T works with CLECs who desire to collocate
25 across 21 states. The process is the same for all

1 states with a few regional differences. A robust
2 online tool is utilized for the application process
3 that enables a CLEC applicant to save data and continue
4 the entry as it is gathered, and enables the parties to
5 communicate with each other about the activities
6 related to the collocation application. The guidelines
7 and standards are identical for each CLEC. Each one is
8 treated in parity, including AT&T affiliates.

9 The review process is strictly followed to
10 ensure safety and organization in each central office.
11 With an orderly process -- excuse me -- without an
12 orderly process, the central office could degenerate
13 into an disorganized mess.

14 Contrary to Communications Authority's
15 comments, nothing in the process is done with the
16 intention to inflate prices or to make it difficult for
17 CLECs. AT&T Florida must provide collocation to CA at
18 TELRIC-based rates according to the Act, and it does
19 exactly that using the rates that were approved by the
20 Florida Commission.

21 Communications Authority has suggested using,
22 quote, TELRIC, unquote, charges for construction
23 elements. The work that's the subject of these charges
24 is not collocation at all. There's no requirement that
25 the work be performed at TELRIC-based rates.

1 In addition to suggesting charges, CA has
2 offered up a new and unique process that would require
3 AT&T Florida to project manage the build-out. AT&T is
4 not in the commercial construction business and does
5 not want to be responsible for CA's construction. AT&T
6 Florida's current process enables CA to be in control
7 of working with a Tier 1 -- excuse me -- AIS vendor and
8 the scheduling of the activities. CA's proposal for
9 collocation construction would require AT&T Florida to
10 develop a unique process for CA, and it would remove CA
11 from the build-out process by interjecting AT&T Florida
12 right into the middle, putting AT&T Florida in charge
13 of every aspect of the construction process.

14 Safety is a priority for AT&T, and no corners
15 are cut when it relates to safety of CLECs and AT&T
16 Florida's individuals and equipment. Communications
17 Authority's has offered language that, if adopted,
18 could jeopardize the safety in a central office. In an
19 effort to reduce expense and without regard to safety,
20 if the distance between CLEC collocation arrangements
21 is ten feet or less, CA intends to drape a cable
22 between the arrangements or allow the cable to lie on
23 the floor. The work would not be accomplished by a
24 Tier 1 vendor but by the CLECs, and would not require
25 the use of a common cable support structure. In

1 another instance, CA wants to continue working without
2 a certificate of insurance.

3 AT&T Florida conforms to FCC law and meets
4 its obligations to provide elements to CLECs and often
5 includes language in the ICA directly from the Act or
6 the Code of Federal Regulations. CA has offered
7 language that deviates. AT&T Florida disagrees with
8 changing that language.

9 CA seeks to shift responsibility to AT&T
10 Florida in a number of its language proposals. It
11 hopes the final decision will negate the need to pay
12 for a collocation application. It hopes AT&T will keep
13 tabs on CA's UNE inventory and provide a heads-up when
14 CA is about to or has gone over the legal cap. It
15 hopes to take advantage of UNE rates after AT&T Florida
16 has provided notice of a wire center reclassification
17 while CA searches for what its best option might be.
18 It hopes AT&T Florida will be forced to give up revenue
19 it is legally entitled to because AT&T Florida has not
20 shown it will be substantially harmed by the
21 alternative language.

22 **MR. HATCH:** We tender the witness for cross.

23 **COMMISSIONER BRISÉ:** Okay. Mr. Twomey.

24 **MR. TWOMEY:** Thank you. Good morning.

25 **EXAMINATION**

1 **BY MR. TWOMEY:**

2 **Q** Good morning, Ms. Kemp.

3 **A** Good morning.

4 **Q** So let's start with Issue 1, please. So during
5 the course of discussions with AT&T, Communications
6 Authority has suggested that we simply change the
7 language in Issue 1 to say that, you know, AT&T will
8 provide UNEs consistent with FCC rules and regulations.
9 Why is that not sufficient or acceptable to AT&T?

10 **A** AT&T Florida's language references the Act in
11 Section 251(c)(3), and we think that that's a more
12 direct quote to exactly where the law resides.

13 And CA's proposed language in the end is for
14 use by CLEC in any technical feasible manner, and that
15 doesn't point to any place in the law.

16 **Q** Given that the idea is that the ICA should
17 reflect FCC rules and regulations and have some kind of
18 staying power over any potential changes, wouldn't it be
19 the case that simply saying it's consistent, should be
20 consistent with FCC rules would make it continue to be
21 consistent and not require any change of law amendments?

22 **A** AT&T Florida's language is consistent with the
23 Act; however, CA's language doesn't point to the Act at
24 all.

25 **Q** All right. Let's move on. During

1 Communications Authority's direct and rebuttal testimony
2 CA has argued that this is more of an issue of parity
3 with AT&T than it is just statutory construction. In
4 that regard I have some questions regarding AT&T's
5 operations. I'd like to direct you to your rebuttal
6 testimony, page 2, lines 17 and 18.

7 **A** Yes.

8 **Q** Okay. You state, "U-Verse service is provided
9 by AT&T Florida itself, so no UNEs are involved." Could
10 you expand upon that and explain exactly how the services
11 are provided only by AT&T without any other entities or
12 affiliates involved?

13 **A** It's AT&T Florida that provides U-Verse. It's
14 not an affiliate at all.

15 **Q** Is Teleport Communications Group, Inc.,
16 affiliated with AT&T Florida?

17 **A** Yes.

18 **Q** What's the relationship between AT&T Florida,
19 TCG, and U-Verse?

20 **A** I don't know the relationship between TCG and
21 U-Verse.

22 **Q** Are you aware that TCG issues local service
23 requests to other carriers for porting into -- for
24 porting customers into AT&T U-Verse's service?

25 **A** No, sir.

1 **Q** Are you aware that if a U-Verse subscriber
2 wants to port their telephone number from U-Verse to
3 another carrier, the new carrier port comes from TCG, not
4 from AT&T Florida?

5 **MR. HATCH:** Objection. At this point I've
6 given him a fair amount of latitude, but Ms. Kemp's
7 testimony has nothing to do with U-Verse, and her
8 rebuttal testimony is simply responding to Mr. Ray's
9 observation that U-Verse may or may not have elements
10 that he desires.

11 **MR. TWOMEY:** I think there, there are two
12 issues here. One is there's the issue of parity that
13 Communications Authority has raised and AT&T has refused
14 to respond to it, refused to provide any response to
15 Communications Authority's discovery on the issue.

16 The other thing is just Ms. Kemp's
17 testimony opens the door to these questions. She
18 says the U-Verse service is provided by AT&T Florida
19 alone, and Communications Authority has some
20 questions on that we'd like to get on the record.
21 If she doesn't know, she can just say she doesn't
22 know.

23 **COMMISSIONER BRISÉ:** Right. I think she's
24 already answered twice that she doesn't know. So you
25 may ask the questions, but she may continue to say she

1 doesn't know.

2 **MR. TWOMEY:** That's okay. As long as -- I'd
3 like to get it on the record.

4 **COMMISSIONER BRISÉ:** That's fine.

5 **BY MR. TWOMEY:**

6 **Q** Do you know if AT&T Florida has an
7 interconnection agreement with TCG?

8 **A** I don't know for certain. It sounds
9 reasonable. I know we do in other states. I don't know
10 for sure in Florida.

11 **Q** So is it possible that TCG buys or leases
12 network elements or UNEs from AT&T Florida through the
13 ICA?

14 **A** Yes, it's possible.

15 **Q** Are you aware if TCG also buys services from
16 AT&T through a separate agreement or --

17 **A** I'm not aware of it.

18 **Q** Okay. Okay. Thank you. Let's move on to
19 Issue 2, please. In your opening statement and also
20 consistent with the rest of your testimony you've said
21 that AT&T provides collocation at TELRIC rates but has
22 backed out the construction portion, in effect, of
23 collocation. In your mind, where does providing
24 collocation and providing the construction, where's the
25 line between the two?

1 **A** Collocation is related to providing a
2 telecommunications service, and building an arrangement
3 is not the same thing.

4 **Q** So when you say building an arrangement, isn't
5 it true that there are no more cages -- it's all
6 cage-less collocation now in Florida?

7 **A** That's not true.

8 **Q** So it's still offered. Isn't it the case just
9 nobody uses it?

10 **A** I don't know that.

11 **Q** So the same application rates and things apply
12 to a caged collocation arrangement as opposed to an
13 uncaged?

14 **A** Could you clarify application arrangement?

15 **Q** The application fee. Okay. So what I'm trying
16 to get at is I'm wondering -- so AT&T is recouping its
17 costs for, for its work. So what I'm wondering is is the
18 application fee that a CLEC is charged, is it the same
19 for a caged collocation versus a cage-less collocation?

20 **A** Yes.

21 **Q** Okay. Does the authorized installation
22 supplier known as MasTec maintain offices inside AT&T's
23 central offices?

24 **A** I don't know.

25 **Q** Do you know if AT&T uses MasTec an authorized

1 installation supplier for work in its section of the
2 central office?

3 **A** Yes, we do.

4 **Q** Are you aware if any other AIS maintain offices
5 inside AT&T central offices?

6 **A** I'm not aware of any that maintain offices.

7 **Q** Are you aware if the rates, terms, and
8 conditions MasTec applies to AT&T are the same as those
9 MasTec offers to CLECs?

10 **A** No. I'm not aware of the rates.

11 **Q** Are there any discounts provided by MasTec to
12 AT&T Florida due to MasTec's status as AT&T's AIS vendor?

13 **A** I'm not aware of what rates MasTec charges
14 AT&T.

15 **Q** I understand there are 87 AT&T approved AIS
16 throughout the AT&T-21STATE. Do all 87 AIS actually
17 provide service in AT&T Florida's central offices?

18 **A** An AIS vendor that appears on the list would
19 be approved to provide services in any of the central
20 offices for AT&T in any state.

21 **Q** But isn't it fair to say that if you have an
22 AIS that has an office in Arizona, it's unlikely to
23 actually operate in Florida?

24 **A** I wouldn't know.

25 **Q** Does AT&T maintain any records for how many AIS

1 have provided service in Florida in a given time period?

2 **A** I did look into that, and we weren't able to
3 determine the vendors that provided service in Florida.
4 We do review the list to see which ones are active or
5 not active.

6 **Q** AT&T doesn't maintain records of which AIS
7 enters an AT&T central office during the course of a
8 year?

9 **A** No, sir.

10 **Q** Wow. Does AT&T maintain any records on CLEC
11 complaints regarding a lack of competing AIS vendors for
12 central office work?

13 **A** I did ask around and I've had a few
14 conversations with the AT&T personnel that is involved
15 with collocation, and they don't recall any problems
16 with CLECs locating an AIS vendor at all.

17 **Q** Okay. Locating is one thing. The other thing
18 is getting multiple competitive bids. Did you find any
19 information on that?

20 **A** We've not received any complaints in that
21 area.

22 **Q** Okay. Let's move on to Issue 3, please. So
23 your testimony has said that the -- in the situation for
24 subsequent placement of equipment that an application fee
25 applies that reflects AT&T's cost in processing it; is

1 that correct?

2 **A** That's correct.

3 **Q** Is it AT&T's position that it costs the same
4 amount to process a collocation application as it does to
5 review a list of equipment that a CLEC adds to or changes
6 in its existing collocation?

7 **A** Adding equipment or changing equipment would
8 require an augment application. And it would take some
9 time to review that, and that would result in expense to
10 AT&T.

11 **Q** So even if it's just reviewing a piece of
12 equipment, is it, is it true that the augment fee is
13 \$2,236?

14 **A** It's the price in the pricing schedule. That
15 sounds about right.

16 **Q** Are there any other fees applied to it or is it
17 just the application fee? Is there any other
18 administrative fees or anything like that on top of the
19 augment fee?

20 **A** I believe it's just the augment fee. If
21 Communications Authority was going to exchange an
22 identical piece of equipment with the same model, it
23 wouldn't require an application.

24 **Q** Okay. Can you tell me what the administrative
25 only application fee is in Florida? The rate is \$760.91.

1 **A** No, sir.

2 **Q** You're not aware of what that fee is?

3 **A** I'm not familiar with it.

4 **Q** So if the rate is \$2,236 and it's just a review
5 of a piece of equipment, what is AT&T actually doing with
6 that as opposed to, you know, the work it takes to
7 actually increase power or something that's typically
8 done in an augment -- for an augment when it's -- how
9 many people are looking at this thing?

10 **A** Well, AT&T would review the list of proposed
11 equipment to make sure that it was necessary for
12 collocation and to make sure that the equipment is safe
13 to place in a central office. That equipment might not
14 necessarily be listed on one of the lists as a piece of
15 equipment that is normally used or used often in a
16 central office, so it might require quite a bit of
17 review.

18 **Q** Does AT&T charge the fee even if the equipment
19 is already on the list or only to check and see if it's
20 on the list?

21 **A** Yes. There's a fee for any equipment that's
22 changed or added.

23 **Q** Even if it's already on the approved equipment
24 list and --

25 **A** Yes.

1 **Q** Okay. What are they, what are they actually
2 doing to warrant that cost-based fee? If it's already on
3 the list, it still costs \$2,236?

4 **A** Well, the application is then applied to the
5 records, and CA's records would be updated to reflect
6 any equipment that is placed in the, in the collocation
7 arrangement.

8 **Q** Okay. So just updating the records warrants a
9 \$2,236 fee?

10 **A** It is labor intensive, and we want to make
11 sure that safety is maintained in the central office.

12 **Q** Even if it's already NEBS compliant such
13 that -- meaning that if there was a fire in the, in
14 the -- actually caused by the unit, the fire must stay
15 within the chassis. So that's NEBS compliance. So even
16 if it's NEBS compliant, it still takes that much money to
17 make sure that it's going to be safe?

18 **A** Well, NEBS is not the only list that's
19 considered. There's another list called the AEL list
20 that equipment can appear on. And a collocater can
21 request equipment that's not on any list, and that would
22 be considered also for placement in a collocation
23 arrangement.

24 **Q** In that case shouldn't there just be a slightly
25 different fee that's a little bit -- that reflects less

1 cost, less time?

2 **A** No, sir.

3 **Q** Okay. Let's move on to Issue 4, please. This
4 regards AT&T's ability to reclaim collocation space prior
5 to conclusion of a dispute regarding the default.

6 In your deposition, you argue that safety was
7 a primary issue that would create a material default. I
8 think we can agree that that would be a reason to pull
9 gear. But you also said that nonpayment would qualify;
10 is that correct?

11 **A** Yes.

12 **Q** Even before the conclusion of a dispute has
13 occurred?

14 **A** Yes.

15 **Q** Are you aware if AT&T Florida has disconnected
16 CLEC interconnection services prior to even filing a
17 formal complaint at the Commission?

18 **A** No.

19 **Q** Have you read Mr. Ray's testimony regarding his
20 experience with Terra Nova Telecom?

21 **A** Yes, I have.

22 **Q** So although it was an admitted error of AT&T's
23 for targeting another CLEC, a different CLEC for
24 nonpayment, do you agree that in that case AT&T
25 disconnected services without following

1 Commission-supervised dispute resolution processes?

2 **A** I'm not aware of at what point in the process
3 the disconnection, the disconnection occurred.

4 **Q** Okay. Let's move on to 4b, please. So has
5 AT&T refused a CLEC's application for additional
6 collocation space because of an alleged violation by that
7 CLEC while there is an unresolved dispute between the
8 parties?

9 **A** I don't know.

10 **Q** With AT&T's proposed language in the ICA, isn't
11 it the case that if there were CA bills pending, pending
12 dispute resolution that were submitted, that this
13 language would prevent Communications Authority from
14 filing an augment to its collo to change equipment or add
15 more power or anything like that.

16 **A** Yes.

17 **Q** So isn't it the case that this language would
18 also prevent CA from replacing its gear in the case of a
19 failure?

20 **A** Yes, it could.

21 **Q** So if there -- so that would prevent
22 Communications Authority from resolving an outage; isn't
23 that the case?

24 **A** Yes, that's what the language says. But in
25 the case of an outage, CA would need to contact the

1 collocation service center and have a dialogue with
2 those individuals. AT&T wouldn't intentionally keep
3 service from being repaired or maintained.

4 **Q** Okay. But that's not in the agreement;
5 correct?

6 **A** That's true. But an application is not
7 required to replace an identical piece of equipment, so
8 an application wouldn't come into play in that
9 situation.

10 **Q** Right. But if the equipment was, say it was
11 older equipment and there was a newer model that hadn't
12 yet been approved, then in that case that would prevent a
13 CA from solving it?

14 **A** When it comes to outages, AT&T is reasonable.
15 And we are all in the telecom business and we work to
16 keep our service up and running. And in that situation,
17 like I said, a dialogue would need to be started with
18 the collocation service center and get that going.

19 **Q** Have you reviewed Mr. Ray's testimony regarding
20 the Terra Nova incident where he found it very difficult
21 to find anybody to actually talk to?

22 **A** I did read that, and I think that's on the
23 outside on one of -- a situation that doesn't occur very
24 often. The collocation service center folks talk to
25 CLECs every day.

1 **Q** Okay. Thank you. So let's go to Issue 5,
2 please. In your opening statement you said that
3 Communications Authority is seeking to operate without a
4 certificate of insurance. Is that correct?

5 **A** Yes.

6 **Q** Is it even possible for a CLEC to have an
7 application approved for anything in the AT&T collocation
8 space without first providing an insurance certificate?

9 **A** No, it's not.

10 **Q** So in what sense is, in your opinion, is
11 Communications Authority seeking to operate without a
12 certificate of insurance?

13 **A** After the collocation application is approved,
14 AT&T would have a copy of the insurance certificate on
15 file. And at some point after work had commenced, if
16 that certificate has expired or maybe the insurance
17 provider has ceased to provide coverage, that would be
18 the case in which this language applies.

19 **Q** Okay. And in that case Communications
20 Authority has argued that it needs more than five days to
21 find a new carrier and get new coverage in place; is that
22 correct?

23 **A** Correct.

24 **Q** Wouldn't it be sufficient for Communications
25 Authority simply not to do the work that was no longer

1 covered by the insurance while it was attempting to get a
2 new policy or renew an existing policy that expired?

3 **A** Yes. If they stopped work awaiting the
4 certificate, that would be okay.

5 **Q** In your deposition you said the collocation
6 service center would be in touch to alert Communications
7 Authority or any CLEC if there was a lapse in insurance
8 or if there was some trouble. Would they be in touch by
9 phone or by mail?

10 **A** In case the insurance certificate expires,
11 that date is input into the ACT system. And that system
12 communicates with AT&T and with the CLEC and you get a
13 30-day notice in advance of the expiration of your
14 certificate.

15 **Q** Okay.

16 **A** And I believe it's email or it's in the system
17 some way. It's an electronic notice.

18 **Q** Okay. That's it for Issue 5. Thank you.

19 Let's go to Issue 6. So I'd like to explore
20 the issue of what a security measure actually, actually
21 means. In that testimony we've only really seen heat
22 dissipation as, as a concern. Are there any other
23 actual security concerns that a potential partition
24 would be intended to address?

25 **A** Heat is typically the thing that would cause a

1 safety problem over time.

2 Q Are there any other actual security concerns
3 that would be raised, given that CLECs need -- anybody
4 that goes into the central office needs to have an ID
5 badge and needs to swipe in?

6 A I can't really think of any.

7 Q If a security partition was actually installed,
8 whose equipment would it be designed to protect?

9 A It would be CA's.

10 Q It wouldn't be just to cordon off AT&T's
11 section?

12 A Well, actually it would partition CA's
13 equipment from the other CLECs and AT&T's equipment, so
14 it would be a divider protecting everyone's equipment.

15 Q So it would be almost like a box around?

16 A It could be, could be a room. It could be
17 rearranging the arrangement so that equipment is farther
18 away from other equipment.

19 Q Okay. So, so is it AT&T's position that even
20 though AT&T has approved all the equipment in the
21 collocation space and AT&T decided where to put that
22 equipment in the central office, that CA should still pay
23 for a security partition designed to protect AT&T's
24 equipment?

25 A Well, the only time a security partition would

1 be built is if it's the least costly way to handle the
2 situation. It doesn't have anything to do with
3 wrongdoing. And it would be to separate that equipment
4 so that it wouldn't affect any other equipment from
5 another CLEC or from AT&T's equipment.

6 Q Let me ask you that question again because I'm
7 not sure you really answered it.

8 I don't mean to belabor the point. I just
9 want to make it clear on the record. So AT&T decides
10 what CLEC equipment goes and where it goes, but yet this
11 language seems to require a CLEC to pay to essentially
12 protect AT&T or any other CLECs from what is occurring
13 inside that collocation space. It's AT&T's position
14 that that's still reasonable?

15 A Well, the only time we would build a security
16 partition is if it is the least costly. There are other
17 ways to do it. So if there's anything that's more
18 expensive, AT&T would handle that on its own. But the
19 situation that might require a partition is that when a
20 collocator orders certain equipment and AT&T reviews it
21 for safety, in the beginning they don't use full
22 capacity of that equipment. And as they turn it up and
23 order more circuits and more circuits, the heat could
24 build up, and that's when the safety concern would be
25 noticed.

1 **Q** Okay. And just for clarity, how often has this
2 happened?

3 **A** Excuse me?

4 **Q** Just for clarity, how often has this happened?

5 **A** I'm not aware of it ever happening.

6 **Q** Okay. Let's move on to Issue 7, please. So
7 this involves the applications for collocation and
8 modification and what charges should apply. It appears
9 that the costs for an initial application are essentially
10 the same as a review for a modification of an
11 application. Isn't it logical that a modification would
12 actually require less work and less cost to review so the
13 price should be lower?

14 **A** It might or might not.

15 **Q** But as it currently exists, the costs are the
16 same; is that true?

17 **A** Could you repeat that?

18 **Q** So right now the costs for initial application,
19 for initial applications and those for modifications of
20 an application are identical; is that true?

21 **A** The charge in the pricing schedule?

22 **Q** Correct.

23 **A** Yes.

24 **Q** Let's go to 7b. Isn't it true that the draft
25 ICA's agreed language already requires that all equipment

1 installed in a collocation either be NEBS certified or on
2 the approved equipment list for AT&T?

3 **A** That's true.

4 **Q** Are you aware of any regulatory or legislative
5 authority granting AT&T the right to charge for a safety
6 review of NEBS-certified equipment?

7 **A** No, I'm not.

8 **Q** Does AT&T also charge for a safety review of
9 equipment that's already on the approved equipment list?

10 **A** AT&T charges an application fee for an initial
11 application or an augment application, and that would
12 include a review of the equipment.

13 **Q** So there's an augment application fee applied
14 even though the equipment is already on the list that
15 AT&T has approved?

16 **A** The NEBS list is not the only list that's
17 considered for collocation equipment. There's an AEL
18 list. And equipment that doesn't appear on either one
19 might be placed for collocation.

20 **Q** By doesn't the application and augment fee
21 apply even if it's on the AEL?

22 **A** Yes, it does.

23 **Q** It's not easy enough to just look and say,
24 okay, well, this is okay, we don't need to charge a bunch
25 of money for it?

1 **A** No, sir. That's not the only review that it
2 goes through.

3 **Q** Okay. What other reviews occur?

4 **A** It's not just the equipment that is taken into
5 consideration. We have to consider the heat
6 dissipation, how close it is to another piece of
7 equipment in the, in the central office, and also for
8 power.

9 **Q** Isn't it the CLEC's responsibility to figure
10 out how much power is needed to power up its collocation
11 gear?

12 **A** The CLEC would include their power
13 requirements on the application, but that is reviewed to
14 make sure that it's compatible with the equipment that's
15 ordered.

16 **Q** Okay. Let's move on, please. Okay. So for
17 Issue 9a, the language in the ICA requires Communications
18 Authority to pay for an AIS to -- for a CLEC-to-CLEC
19 cross-connect. Isn't it the case in other AT&T states
20 AT&T has been required to offer this kind of service as a
21 UNE?

22 **A** I don't know that.

23 **Q** Are you aware of any decisions in California in
24 particular that have addressed this issue?

25 **A** No.

1 **Q** So it's AT&T's position, in this proceeding
2 anyway, that TELRIC rates should not apply to such a
3 CLEC-to-CLEC cross-connect?

4 **A** I'm not clear what the TELRIC rates would
5 apply to.

6 **Q** Okay. So you're not aware of any
7 interconnection agreement amendments in place between
8 CLECs and AT&T-21STATE entities to reflect a UNE-based
9 cross-connection fee?

10 **A** Well, this issue is about CLEC-to-CLEC
11 connection, and you're asking me about cross-connects?

12 **Q** Yes, ma'am. CLEC-to-CLEC cross-connection.

13 **A** The language in question is the collocator
14 must utilize an AT&T-21STATE AIS Tier 1 to place the
15 CLEC-to-CLEC connection.

16 **Q** Right. And what I'm asking is isn't it true
17 that AT&T doesn't require this in all states and, in
18 fact, in some states it's been required to offer
19 CLEC-to-CLEC cross-connect as a UNE?

20 **MR. HATCH:** Objection. Could I ask a question
21 for clarification? Are you talking about direct
22 CLEC-to-CLEC connection or are you talking about a CLEC
23 to AT&T cross-connect back to a CLEC?

24 **MR. TWOMEY:** The first one.

25 **THE WITNESS:** I believe the contracts might

1 have enabled a CLEC to handle the situation without
2 using an AIS Tier 1 vendor years ago. But the most --
3 the current contracts require an AIS Tier 1, and that's
4 probably in the last eight or nine years.

5 **BY MR. TWOMEY:**

6 **Q** Okay. Can you -- do you have any knowledge of
7 why that was changed and what the reasons were?

8 **A** No, sir, I don't.

9 **Q** In the, in the UNE price list there's an
10 element called co-carrier cross-connect. The USOC is
11 PE1DT and the application fee is \$560.41. So what is
12 that for?

13 **A** I don't know.

14 **Q** Is it possible that it's an application fee
15 that a CLEC would have to pay in order to get the, the --

16 **MR. HATCH:** Objection. Now he's going well
17 beyond the scope of Ms. Kemp's testimony in terms of
18 what she's here to testify about. He's now delving into
19 things beyond the scope of the proceeding in terms of
20 CLEC cross-connects that may or may not exist somewhere
21 else. She's not here to testify what the USOCs are for
22 all the various rate elements.

23 **MR. TWOMEY:** I understand that Ms. Kemp said
24 that she's responsible for wholesale collo, UNEs, and
25 pricing. These are -- this is a UNE in collo involving

1 pricing. I think it's perfectly relevant. If she
2 doesn't know, she can just say she doesn't know.

3 **COMMISSIONER BRISÉ:** Restate your question for
4 me.

5 **MR. TWOMEY:** Sure. So in the, in the UNE rate
6 attachment to the, to the interconnection agreement
7 there's a rate element called co-carrier cross-connect,
8 and there's a USOC for it, and there's a fee for
9 \$560.41. What I'm trying to understand is how that
10 applies to this issue, CLEC-to-CLEC connection. Like,
11 does that fee apply and what is it for? Because after
12 they submit the application fee, you still have to pay
13 the AIS to actually do the work. So I'm wondering what
14 this fee is for and if it applies.

15 **COMMISSIONER BRISÉ:** I think it's a little far
16 afield, but I'm going to allow it anyway.

17 **MR. TWOMEY:** Thank you.

18 **BY MR. TWOMEY:**

19 **Q** Ms. Kemp.

20 **A** I don't know what that USOC is.

21 **Q** Okay. Let's move on to 9b, please.

22 So given that most CLECs almost all now don't
23 use cage collocation, if there are two collocators next
24 to each other, why would it be the case that in order to
25 connect between the two pieces of the two different CLEC

1 gear, why would they have to actually use AT&T's cable
2 support structure to go up and down and around instead
3 of just going across the floor for a short cable run?

4 **A** The language that CA has offered states that
5 if the parties have collocations which are within ten
6 feet of each other and the connections can be made
7 without making the use of a common cable structure, the
8 problem with that would be that a cable would be either
9 draped from one arrangement to the next or it would be
10 lying on the floor.

11 There are CLEC collocation arrangements that
12 are 100 square feet. That might be ten feet and
13 someone might be collocated in-between those two
14 arrangements. In addition to that, AT&T uses its
15 collocation cable support structure in every situation
16 in the central office. There are no wires that are
17 just going from one point to the other without a cable
18 structure. That's a requirement in the central office.

19 **Q** I can appreciate the safety concerns. You
20 don't want cables just hanging around there. But if
21 they're literally next to each other, what would the harm
22 be in putting a very safe enclosure that, that AT&T could
23 even approve, but that made it easy for CLECs to do that
24 instead of being forced to do the long cable run?

25 **A** AT&T has an obligation to everyone that enters

1 into the central office to keep the area safe. So by
2 using a Tier 1 vendor and using the cable support
3 structure, that ensures that all the safety rules are
4 adhered to and every installation is -- it's done in
5 accordance with all the requirements for safety.

6 Q So you're not aware of any CLECs who actually
7 do this anyway?

8 A I'm unaware of it.

9 Q Okay. Let's move on to Issue 10, please. So
10 in the testimony AT&T has indicated that AT&T operates
11 equipment in the central offices that are not NEBS
12 certified and also not on the AT&T all equipment list.
13 Why is it the case that AT&T has determined that it's
14 safe for AT&T to operate a piece of equipment in the
15 central office but not add that piece to the all
16 equipment list that could be used by CLECs?

17 A There's equipment located in the central
18 offices that AT&T operates that's not related to
19 collocation at all. So an application for collocation
20 is directly related to collocation. There may be other
21 things in the building that provide telecommunications
22 services that aren't related to CLECs or to collocation.

23 Q Okay. So after AT&T evaluates a specific piece
24 of equipment that a CLEC wants to collocate and
25 determines that it's safe, does AT&T automatically add

1 that equipment to its approved equipment list so other
2 CLECs don't have to follow the same process, or is it
3 every time it happens you have to go through the process?

4 **A** We don't add it to the list.

5 **Q** Why not?

6 **A** It might be a one-off situation and never be
7 asked for again.

8 **Q** But if it's already been approved, then that
9 just makes it cost the next CLEC more money. Is that the
10 case?

11 **A** Not necessarily, because an application fee is
12 an application fee.

13 **Q** Okay. Okay. So we're done with that one.
14 Let's move on to Issue 44, please. So has AT&T and that
15 of its ILEC predecessors, has the position on HDSL loops
16 and the availability to CLECs been consistent for the
17 past 15 years?

18 **A** BellSouth had a different position on it. But
19 after the acquisition by AT&T, the policies came
20 together and AT&T's policy position was adopted.

21 **Q** So AT&T's policy position is opposite or at
22 least opposed to BellSouth's position as was stated to
23 the FCC in the Triennial Review Remand Order proceeding?

24 **MR. HATCH:** Objection. Could you clarify?
25 You're talking about --

1 **MR. TWOMEY:** Yes. Yes, I will.

2 **BY MR. TWOMEY:**

3 **Q** So in the representations that BellSouth made
4 to the FCC in the Triennial Review Remand Order, those
5 are different than those currently being used by AT&T
6 Florida; isn't that true?

7 **A** AT&T Florida's position is that an HDSL loop
8 is a DS1.

9 **Q** That's not the position that BellSouth had; is
10 that correct?

11 **A** I don't know what document you're referring
12 to.

13 **Q** I'll have to check and see. There was a
14 BellSouth letter produced by Mr. Ray. I'm going to get
15 it.

16 (Pause.)

17 Let's hold off on that. We're going, we're
18 going to dig that up for you.

19 Let me ask you one other question about this
20 for now though. The -- in AT&T's reply to staff
21 interrogatories -- I'm sorry. This is -- yes, staff
22 interrogatories.

23 **MR. HATCH:** Could we get a reference?

24 **MR. TWOMEY:** Third set, reply to Interrogatory
25 28.

1 **COMMISSIONER BRISÉ:** Repeat that reference
2 once again, please.

3 **MR. TWOMEY:** I might have that wrong. One
4 sec.

5 **MR. HATCH:** Which set of discovery were you
6 referring to again? I'm sorry.

7 **MR. TWOMEY:** I'm checking my notes here. One
8 sec, please.

9 (Pause.)

10 Actually, let me withdraw that and get back to
11 it.

12 **COMMISSIONER BRISÉ:** Okay.

13 **BY MR. TWOMEY:**

14 **Q** Let's move on to Issue 48, please. So in your
15 deposition you said that AT&T is responsible to take care
16 of any issues on its side of the network. That's kind of
17 the industry standard; is that correct?

18 **A** Yes.

19 **Q** You also said that if AT&T claims a customer is
20 ready but CA rolls a truck out there and finds a customer
21 is not ready, that it's kind of a he said, she said
22 situation. In that situation isn't it clear who is at
23 fault?

24 **A** Could you clarify the situation?

25 **Q** So AT&T -- so there's a customer order for a

1 new Communications Authority customer. The order is
2 approved. AT&T claims that it's done the work to make
3 the, the circuit or telephone line operational.

4 **MR. HATCH:** Could I get clarification? When
5 you say a customer order, are you referring to a CA
6 customer order or a CA order to AT&T for facilities?

7 **MR. TWOMEY:** This is for a CA order for a
8 customer, for a new customer of CA's.

9 **MR. HATCH:** So it's a CA order to AT&T for
10 facilities. Their ultimate goal is to serve a customer.

11 **MR. TWOMEY:** Correct. For UNE or for resale.

12 **BY MR. TWOMEY:**

13 **Q** So in that situation, AT&T claims it's done the
14 work in order for CA to install the service. But they
15 try -- CA turns its equipment on and flips a switch and
16 it doesn't work, so CA has to send a tech out in a truck
17 to go to the customer location to see what the problem
18 is. CA gets there and finds out that in actuality AT&T
19 didn't complete the work that it said it had. And you
20 had said in your deposition that's a he said, she said
21 kind of situation, but I'm asking isn't it clear in that
22 situation who was actually in error?

23 **A** Well, I agree it would be CA's perception that
24 it's AT&T's problem.

25 **Q** But then is it AT&T's position that

1 Communications Authority should not be compensated for
2 the cost of sending a truck to go fix AT&T's mistake or
3 even discover what the mistake was?

4 **A** Well, I have a question if it's a resale line
5 or a facilities-based line.

6 **Q** What would the distinction be?

7 **A** For resale service AT&T provides the exact
8 service that we would provide to one of our retail
9 customers. And in that situation, when we install a
10 line and the customer calls and says there's a problem,
11 we ask the customer to go check and see if they're
12 getting service to the NID. We would anticipate that CA
13 or any CLEC would do the same thing.

14 In Mr. Ray's response to staff's third set of
15 interrogatories in No. 87, he said that he sent someone
16 out to check to see if resale service was working
17 because the end user was not able to or did not provide
18 any information about service to the NID. Well, in
19 that situation for AT&T's retail user, end users, we
20 would require the customer to make that check or we
21 would charge them in that situation. So I would think
22 that CA might adopt that same practice and not send
23 someone out.

24 **Q** So let's say the situation is reversed and
25 Communications Authority reports trouble to AT&T. AT&T

1 rolls a truck and finds out that actually it's
2 Communications Authority's issue, not AT&T's. Isn't it
3 true that in that case AT&T charges something called an
4 isolation charge?

5 **A** I don't know.

6 **Q** Okay. Let's move on to Issue 50, please. And
7 in your deposition you argued that Communications
8 Authority must find all the UNEs for the ICA that it
9 wants to have included; is that correct?

10 **A** Yes.

11 **Q** Why wouldn't as standard practice AT&T just
12 provide all the available UNEs in its standard
13 boilerplate ICA to start with?

14 **A** AT&T doesn't intentionally not include UNEs in
15 its generic interconnection agreement.

16 **Q** Okay. Do you know why this proposed
17 interconnection agreement doesn't have a UNE listed for a
18 piece of a CLEC's network that's rather critical called
19 BITS synchronization timing?

20 **A** No, I don't.

21 **Q** Do you know if BITS synchronization timing as a
22 UNE is available to other CLECs in Florida under existing
23 interconnection agreements?

24 **A** I don't know. It's not in our generic
25 interconnection agreement.

1 **Q** Do you know if that used to be in previous,
2 previous standard agreements?

3 **MR. HATCH:** I'm going to object here. At this
4 point he has not identified, A, what it is, where it is,
5 or what he's attempting to do with this piece of
6 unnamed, unknown equipment.

7 **MR. TWOMEY:** I'm trying to decipher whether
8 AT&T actually puts every UNE that actually exists in its
9 standard agreement. For example, this particular
10 element that I'm discussing is critical for a CLEC's
11 network. It makes it -- they cannot offer voice
12 services without BITS synchronization. It's the
13 ability -- when calls are on a TDM network, they have to
14 have GPS kind of location to make sure that the --

15 **MR. HATCH:** At this point he's testifying
16 extensively, and I have to object to that.

17 **MR. TWOMEY:** I'm trying to explain why this is
18 important. In any case, let me just say it's an
19 important piece that should have been -- that we think
20 should have been in the ICA. I'm wondering why it
21 isn't.

22 **COMMISSIONER BRISÉ:** Mr. Hatch.

23 **MR. HATCH:** Let her -- if he can ask that
24 question, let her answer.

25 **COMMISSIONER BRISÉ:** Yeah. I think it's fair

1 to ask the question about the BITS synchronization, but
2 the other questions leading up to that I think are
3 inappropriate.

4 **BY MR. TWOMEY:**

5 Q Okay. So, Ms. Kemp, isn't it true that BITS
6 synchronization timing is not included in the proposed
7 ICA?

8 A During the course of negotiations, parties can
9 introduce whatever elements they need to conduct their
10 business and the parties would talk about it. And BITS
11 is not in there at this point.

12 Q Do you have any knowledge as to why it was
13 omitted?

14 A I don't know that it was omitted. It's just
15 not there.

16 Q Okay. As part of this proceeding would AT&T
17 agree to add that to the agreement?

18 **MR. HATCH:** Objection. At this point it's
19 never been established that they even asked for
20 negotiations. Now they're trying to introduce a brand
21 new element into the proceeding that was never part of
22 the original negotiations.

23 **MR. TWOMEY:** Withdrawn.

24 **COMMISSIONER BRISÉ:** Good try.

25

1 **BY MR. TWOMEY:**

2 **Q** Let's talk about the negotiation period then
3 for just a brief second.

4 Isn't it true that AT&T refused to even
5 negotiate or discuss UNEs?

6 **A** No, that's not true.

7 **Q** Did AT&T respond to any of Communications
8 Authority's red lines on the UNE section of the
9 interconnection agreement?

10 **A** Yes, sir. HDSL is a UNE.

11 **Q** So, so pricing was discussed a bit; is that
12 true.

13 **A** I'm sorry. What's the question?

14 **Q** Was pricing in the UNE list discussed during
15 the negotiation?

16 **A** I wasn't there. I know that we received some
17 suggested prices from CA.

18 **Q** What impact did Mr. Ray's refusal to sign a
19 nondisclosure agreement have on the discussions that were
20 allowed for the UNE section of the agreement?

21 **MR. HATCH:** I'm going to object on relevancy
22 at this point. The negotiations were what the
23 negotiations were. Whether he got what he wanted in the
24 negotiations is not really the issue, or how he got what
25 he got in the negotiations. He filed a petition to

1 arbitrate, and so now at this point it really is no
2 longer relevant what happened in the negotiations.

3 **MR. TWOMEY:** The relevance is that it's
4 unreasonable to ask him to negotiate -- to have gotten
5 all the UNEs into its interconnection agreement when he
6 wasn't even allowed to discuss freely the UNE rates that
7 were going to be in there because he refused to file, to
8 sign an NDA.

9 **MR. HATCH:** My response is, is that if he
10 wanted those things, he could have proposed them in his
11 petition for arbitration. Once he files the petition,
12 the negotiations sort to fade to black and we're here
13 based on what he has asked for in his petition.

14 **COMMISSIONER BRISÉ:** Mary Anne.

15 **MS. HELTON:** Could I confer with Mr. Teitzman
16 for a minute?

17 **COMMISSIONER BRISÉ:** Sure. Go right ahead.

18 (Pause.)

19 **MS. HELTON:** Mr. Chairman, it's my
20 understanding that we're limited now to just what's in
21 the petition.

22 **COMMISSIONER BRISÉ:** That's, that's what I
23 thought, but I just wanted to make sure, that if it's
24 not before us in the issues that were brought up as part
25 of the petition, it's outside of the scope of what we

1 can consider. And that -- the line of question that you
2 were going on is sort of outside of the scope of what we
3 are allowed to take a look at.

4 **MR. TWOMEY:** Okay.

5 **BY MR. TWOMEY:**

6 **Q** So, Ms. Kemp, are you familiar with the
7 interconnection agreement amendment process?

8 **A** Yes, I am.

9 **Q** If a CLEC comes to AT&T and asks for --
10 proposes an amendment of any sort, is AT&T -- are there
11 any statutes or regulations that require AT&T to actually
12 engage in negotiations with a CLEC?

13 **A** I couldn't quote the statute, but it's in the
14 interconnection agreement that says the parties can come
15 together to negotiate an amendment.

16 **Q** Okay. That's enough on Issue 50. I think we
17 can all agree.

18 For Issue 51, please. Are the mechanized AT&T
19 systems that are available to CLECs able to accurately
20 identify all locations where UNE facilities may be
21 available?

22 **A** Yes, I believe they are.

23 **Q** Isn't it the case that CLECs that actually
24 request manual assistance from an AT&T employee obtain
25 more accurate information as to the availability of UNE

1 facilities than the mechanized system provides?

2 **A** No.

3 **Q** Can you describe what situation would require a
4 CLEC to ask for a manual lookup of facility availability?

5 **A** CLECs have the ability to conduct a mechanized
6 loop makeup, and this is for loops. They get access to
7 that in VERIGATE, and that's in the CLEC profile. So
8 they would need to get that set up in advance. But it
9 is a query of databases, and the query answers the data
10 that is input, nothing more.

11 **Q** Okay. In that situation, when would a manual
12 lookup be required?

13 **A** Well, it's my understanding that
14 Communications Authority might get a no facilities
15 available for a mechanized loop makeup and they might
16 come back and ask for a manual so that they can get an
17 AT&T person to run the inquiry. However, if the data is
18 changed at all, you would receive a different answer.

19 **Q** I'm sorry. Could you rephrase that? I didn't
20 quite get it.

21 **A** It's my understanding that Communications
22 Authority might request -- might run a query as a
23 mechanized loop makeup. If they didn't like the answer
24 they received on the mechanized query, they might ask
25 for a manual loop makeup in which an AT&T individual

1 would run the query. However, they could receive a
2 different response if the data in the query is
3 different. For instance, if they asked for a two-wire
4 in the mechanized loop makeup and in the manual loop
5 makeup they ask for a four-wire, it's a completely
6 different query. The answer could be different.

7 Q I think I understand why that would be the
8 case. But if, if they're asking for a two-wire in your,
9 in your example and they ask -- and it says not
10 available, they go to the manual and ask if two-wire is
11 available, isn't the possible that the manual would find
12 it?

13 A I don't know.

14 Q Okay. Okay. Let's move to Issue 54, please,
15 54a in particular. Is there always a direct equivalent
16 wholesale service to replace a UNE?

17 A There is for loops and dedicated transport.

18 Q What if it's dark fiber that's not dedicated
19 transport? I'm sorry. What if it's dark fiber as an
20 example of a type of dedicated transport?

21 A I believe so.

22 Q There's an equivalent to the dark fiber? Does
23 AT&T sell dark fiber other than as a UNE?

24 A I don't know.

25 Q Okay. AT&T's characterized the issue as really

1 just a billing change. Is that, is that fair?

2 A Is this UNE 6.2.6?

3 Q Yes.

4 A Yes. That's correct.

5 Q For the -- so 30-days written notice provision,
6 has that always been AT&T's position as to how much
7 notice is required?

8 A I don't know.

9 Q Do you -- isn't it true that the Triennial
10 Review Remand Order addressed this kind of situation and
11 suggested an 180-day transition period?

12 A This is for when a CLEC ceases to meet the
13 criteria. I don't know.

14 Q Okay. Let's move on to Issue 55, please.

15 So have AT&T and its predecessors previously
16 mailed non-impairment notices via certified letters to
17 CLECs?

18 A I'm sorry. Repeat the question, please.

19 Q Has AT&T and/or its predecessors previously, in
20 previous actions mailed non-impairment notices via
21 certified letters to CLECs, or has it always been done
22 via the accessible letter that's been proposed?

23 A I know that in the past five years it's been
24 via the accessible letter process.

25 Q How about before that?

1 **A** I don't know.

2 **Q** Okay. Are you aware that other ILECs send
3 certified letters for non-impairment notices?

4 **A** I don't know what other ILECs do.

5 **Q** Are you aware of any situations when AT&T would
6 send a letter, a certified letter to a CLEC for any
7 purpose?

8 **A** Yes. We do send certified letters when a
9 notice goes out to a particular CLEC, but it's not to
10 the CLEC community. It's just an individual notice
11 regarding a contract term for a single CLEC.

12 **Q** So you wouldn't be familiar with AT&T recently
13 sending certified notices to all CLECs regarding federal
14 Universal Service Fund exemptions?

15 **A** No, sir, I'm not aware of that.

16 **Q** Okay. Let's move to Issue 56, please. I'd
17 like to direct your attention to AT&T's response to
18 staff's third set of interrogatories, No. 138.

19 **A** I'm sorry. What's the number? That's the
20 third set of ROGS from, from staff to AT&T, responses at
21 No. 138. It's on page 56, if that helps.

22 **MS. TAN:** And that is part of Exhibit 38.

23 **MR. TWOMEY:** Thank you.

24 **THE WITNESS:** Okay.

25

1 **BY MR. TWOMEY:**

2 **Q** So in the response it says -- you say it would
3 not switch for an, quote, inferior loop. So it's still
4 the case that the CLEC has had a particular loop tested
5 and AT&T has, has finished review of that. But isn't it
6 possible that if they don't use the exact same loop, the
7 loop provided by AT&T ultimately to the CLEC could have
8 different technical characteristics than the original
9 loop that was tested?

10 **A** It could. AT&T might swap a loop in the
11 course of maintaining its network, but it would provide
12 a loop of the quality that was ordered by CA, no less.

13 **Q** But it's still a different loop, so isn't it
14 the case that it could operate differently than the
15 original loop that was tested?

16 **A** I suppose it could. It might even be better.

17 **Q** Fair enough. But it might not, too; right?

18 **A** It would be of the quality that was ordered by
19 CA, no less.

20 **Q** Okay. Thanks. On to Issue 57, please. Are
21 you aware of any legal or regulatory requirements
22 preventing a CLEC from using a UNE on a facilities-based
23 basis to provide service to itself or for any other
24 administrative purpose?

25 **A** The Code of Federal Regulations talks about

1 it. And although I'm not an attorney, it does say that
2 UNEs will be offered to CLECs for telecommunications
3 services for a fee directly to the public. And I would
4 think that if you offer it to yourself, it's not to the
5 public.

6 Q Wouldn't you agree that not all UNEs are used
7 to directly service a specific CLEC end user subscriber?

8 A Yes. I would agree it might be part of your
9 network.

10 Q So based on the language, how would such UNEs
11 be distinct from Communications Authority providing
12 service to itself versus to the public?

13 A A UNE can be used for a CLEC's network, but
14 that would be in the course of providing
15 telecommunications service to someone for a fee.

16 Q How is that actually any different? Where
17 would that be captured in the language of either the
18 proposed language in the ICA or the, or the statute, the
19 statute you cited or regulation you cited?

20 A Well, AT&T proposed language in the UNE
21 attachment in 4.7.1, and it says the CLEC cannot use a
22 UNE, whether on a stand-alone basis, in combination with
23 other UNEs, or otherwise, with a network element
24 possessed by CLEC or otherwise to provide service to
25 itself or for other administrative purposes.

1 **Q** Okay. Thank you. Let's skip on to Issue 64,
2 please.

3 What harm is AT&T trying to avoid in the case
4 when it chooses not to provide the subscriber's
5 directory listing to AT&T?

6 **A** The harm would be to CA's end users whose
7 listings wouldn't appear timely.

8 **Q** Shouldn't that be the end user's decision, not
9 AT&Ts?

10 **A** We provide parity to all end users, and when
11 we receive those listings, it takes about 72 hours to
12 get it uploaded. So if we don't get them timely,
13 there's a lag in getting the listings posted.

14 **Q** I'm not sure that actually answers the
15 question. Let me ask it a different way. Are you aware
16 of any regulatory or statutory authority that requires a
17 CLEC to provide an ILEC with its end user's directory
18 assistance information?

19 **A** No, I'm not.

20 **Q** Okay. So just to be clear, AT&T believes it
21 should be AT&T's decision whether the end user puts the
22 directory listing information in rather than the end
23 users; isn't that true?

24 **A** I don't think that's what this issue is about.
25 The issue is about CA submitting listing information

1 within a certain length of time.

2 Q Right. But isn't time it the case that CA is
3 claiming through its testimony that it doesn't believe it
4 should have to do that at all?

5 A It would disadvantage the end users. If, if
6 no listings are required and you don't submit the
7 information to AT&T, it just won't appear in the
8 listing.

9 Q Okay. Okay. Thanks. Okay. Let's move to
10 Issue 66, and I promise not to belabor this. I just have
11 one quick question on this. In the interconnection
12 agreement there's an element for dark fiber and there's a
13 nonrecurring charge that says it's per mile rather than
14 per dark fiber termination. In every other state it
15 appears that it's per --

16 MR. HATCH: Objection. He's assuming facts
17 not in evidence. It's not clear by anything in this
18 record that in every other state anything happens.

19 MR. TWOMEY: Let me, let me narrow that down
20 then.

21 BY MR. TWOMEY:

22 Q In the particular interconnection agreement
23 that is subject to this proceeding, the rate section
24 lists for the states involved there that it should be per
25 termination rather than per mile. So my question is is

1 that a typographical error or is that how AT&T Florida
2 charges for dark fiber in Florida?

3 **A** Could you read me the name of the element,
4 please?

5 **Q** It's in the UNE section. It's the dark fiber
6 and there's a per mile charge.

7 **MR. HATCH:** Do you have a reference in the
8 pricing matrix?

9 **MR. TWOMEY:** I'll have to dig that up. Yeah.

10 **COMMISSIONER BRISÉ:** Take your time.

11 (Pause.)

12 **MR. TWOMEY:** Okay. Okay. It's located in the
13 pricing list, and it's -- in the spreadsheets it's on,
14 it's on line 286. It's -- I'm sorry. I'm sorry. 287.
15 The USOC is UDF14. It's titled unbundled dedicated
16 transport, and then the descriptor is standalone or in
17 combination dark fiber interoffice transport.

18 **MR. HATCH:** I don't have that reference in my
19 pricing matrix attached to the ICA that was filed by
20 Ms. Pellerin. I'm not sure where you're looking.

21 **MR. TWOMEY:** This is the pricing list we were
22 given.

23 **MR. HATCH:** At what point? At what time?
24 From whom? I mean, I'll let you borrow Ms. Pellerin's
25 pricing matrix, but that's it as far as I know in this

1 proceeding.

2 **MR. TWOMEY:** Okay.

3 **COMMISSIONER BRISÉ:** Give me one second. What
4 line did you say?

5 **MR. TWOMEY:** From our spreadsheet anyway it's
6 line 287.

7 **COMMISSIONER BRISÉ:** Uh-huh. 287. And then
8 the next number is 13FO loop standalone DS3 unbundled
9 local loop per mile?

10 **MR. HATCH:** That's what I have, Commissioner.

11 **COMMISSIONER BRISÉ:** Right. You might be
12 talking about another number, not 287.

13 **MR. TWOMEY:** So on line 287 it's USOC UDF14.

14 **COMMISSIONER BRISÉ:** That's not 287.

15 **MR. TWOMEY:** I think at this point we'll just
16 leave this one for briefing.

17 **COMMISSIONER BRISÉ:** Okay.

18 **MR. TWOMEY:** All right. I think we've taken
19 enough time. We'll leave the rest for briefing. No
20 further questions, Ms. Kemp. Thank you.

21 **COMMISSIONER BRISÉ:** All right. Thank you.
22 So at this time we're going to take a ten-minute break.
23 We're going to give our court reporter a break before we
24 get into our -- to the questions from our staff.

25 **MR. HATCH:** Thank you.

1 (Recess.)

2 **COMMISSIONER BRISÉ:** We're going to go ahead
3 and reconvene. I think staff is now prepared to ask
4 their questions as soon as Ms. Ames finishes with her
5 water.

6 (Laughter.)

7 **MS. AMES:** I'm ready.

8 **COMMISSIONER PATRONIS:** Hazing?

9 **COMMISSIONER BRISÉ:** Absolutely. So feel free
10 to help us haze. Okay.

11 **MS. AMES:** No added pressure now.

12 (Laughter.)

13 **EXAMINATION**

14 **BY MS. AMES:**

15 **Q** Good morning, Ms. Kemp.

16 **A** Good morning.

17 **Q** We're going to start on Issue 2. I'd like you
18 to look at Attachment 12 to the interconnection agreement
19 titled Collocation. Do you have that in front of you?

20 **A** I don't have that in front of me.

21 **Q** Okay. I have copies we can provide. And this
22 is part of Exhibit No. 2. And if I could have you go to
23 page 3, we're going to be looking at Section 1.3. --
24 1.7.3.

25 **A** Okay.

1 Q And we're going to be where it starts,
2 "AT&T-21STATE shall act," if you see that line in AT&T's
3 proposed language.

4 A The AT&T language?

5 Q Yes, ma'am.

6 A Okay.

7 Q Can you please tell me what your definition of
8 the word "act" is? And if you could read the first
9 sentence out loud.

10 A 1.7.3?

11 Q Yes, ma'am.

12 A Okay. "The collocation terms and conditions
13 within this attachment are contingent upon collocator
14 doing its own work through the use of an AT&T-21STATE
15 approved installation supplier, AIS." And then AT&T's
16 language is, "If collocator applies to become an
17 AT&T-21STATE approved installation supplier, AIS, for
18 the purpose of performing work related to its own
19 collocations, AT&T-21STATE shall act on collocator's
20 application within a reasonable period of time using
21 criteria no more restrictive than applied by
22 AT&T-21STATE to any other person applying to be an AIS."

23 Q Thank you. And can you please tell me what
24 your definition of the word "act" is?

25 A "Act" on collocator's application? We would

1 treat the collocator's application the same as we would
2 treat any other application that would be submitted by a
3 supplier to become an approved AIS vendor.

4 Q And in that same section, what do you consider
5 a reasonable period of time?

6 A To review the application?

7 Q To act, what you would consider act on
8 collocator's application within a reasonable period of
9 time, what would that time period be?

10 A I don't know specifically, but I do know that
11 applications that are received, AT&T does provide a
12 response that it has been received. I don't know the
13 time period.

14 Q Thank you. The term "act," does that mean
15 approve the application, review the application? If you
16 could explain that term.

17 A When a vendor or any entity provides an
18 application to become an AIS, it's a very long process
19 and there are some test jobs that AT&T provides for that
20 vendor. So the whole process to become approved full
21 out is about a nine-month period, but the initial
22 application would be responded to in a much shorter
23 period of time.

24 Q And the response would be what the act is, the
25 act is referring to?

1 **A** They would receive a response, I would think,
2 in two or three weeks at least, if not sooner, that the
3 application had been received.

4 **Q** Thank you. Moving on to Issue 4a, if you could
5 please refer to your direct testimony, page 10,
6 specifically lines 10 through 12.

7 **A** Okay.

8 **Q** In your testimony, you state that AT&T Florida
9 can reclaim collocation space or refuse to process
10 collocation requests 60 days after AT&T Florida notifies
11 Communications Authority of the default; is that correct?

12 **A** Yes.

13 **Q** And now if you could please look at staff's
14 Exhibit No. 50. This is your deposition, and that's
15 Bates No. 01921, specifically page 22.

16 **A** It's an exhibit to my deposition?

17 **Q** No. This, this is staff's Exhibit No. 50,
18 which is your deposition.

19 **A** Oh, okay.

20 **Q** The entire deposition.

21 **A** All right.

22 **Q** Then we're going to page 22.

23 **A** Okay. All right.

24 **Q** And specifically we're at lines 19 through 20.
25 And here you clarify that, quote, safety really is our

1 focus when it comes to collocation. Is that correct?

2 **A** Yes.

3 **Q** If AT&T Florida believes Communications
4 Authority is in material default of its collocation
5 obligations for safety reasons, wouldn't 60 days be a
6 significant amount of time for the safety breach to
7 remain?

8 **A** It is a significant length of time.

9 **Q** Therefore, do you agree that an issue that
10 was -- that has 60 days to be cured could not be
11 considered an imminent safety concern?

12 **A** It is, it is a safety concern.

13 **Q** If you have 60 days to cure these safety
14 concerns, they wouldn't be considered imminent safety
15 concerns; correct?

16 **A** It is an imminent safety concern, but we do
17 try to work with the collocator so that they can take
18 care of defaults so that we don't have to take the
19 matters further, and we try to work with each other to
20 get the matter taken care of.

21 **Q** Is there a section in the interconnection
22 agreement that would cover imminent safety breaches or
23 concerns?

24 **A** Well, the section in the collocation
25 attachment 30.20.1 has to deal with collocation

1 defaults, but there is a section in the general terms
2 and conditions that deals with defaults related to other
3 portions of the contract.

4 Q Do you know what section in the general terms
5 and conditions that would be?

6 A No, ma'am, I don't. I'm sorry. I think
7 Ms. Pellerin talked about it yesterday.

8 Q Thank you. We're going to move on to Issue 10.

9 A Okay.

10 Q And we're going to be looking at Attachment 12
11 again. It'll be page 9, Section 3.18.4.

12 A All right.

13 Q And if you could please read that section out
14 loud, including AT&T's proposed language.

15 A Okay. This is AT&T's language. "AT&T-21STATE
16 reasonably believes that equipment proposed for
17 collocation is not necessary for interconnection or
18 access to 251(c)(3) UNEs or determines that the
19 collocator's equipment does not meet the minimum safety
20 standards, the collocator must not locate the equipment
21 until the dispute is resolved in the collocator's favor.
22 When AT&T Florida reasonably believes or determines that
23 collocated equipment is not necessary for
24 interconnection or access to 251(c)(3) UNEs, AT&T
25 Florida shall provide written notification of such

1 determination to collocator. The collocator will be
2 given ten business days from the date of the notice to
3 remove the equipment from the collocation space. If
4 collocator disputes the determination and the dispute is
5 resolved in AT&T Florida's favor, collocator will have
6 ten business days from the date the dispute is resolved
7 to remove the equipment from the collocation space. If
8 AT&T Florida determines the collocator's equipment is
9 improperly collocated, for example, equipment was not
10 previously identified on an approved application for
11 collocation or the equipment is not on the authorized
12 equipment list or if it is determined that the
13 collocator's equipment does not meet the minimum safety
14 standards, the collocator must remove the equipment
15 within ten business days after notification from
16 AT&T-21STATE of violation of such safety standard, and
17 will be responsible for all resulting damages."

18 **Q** In the first sentence, what does the phrase
19 "reasonably believes" mean to you as it pertains to this
20 section?

21 **A** It means that it wasn't approved on a
22 collocation application and it's something different
23 than the CLEC had intended to place when they submitted
24 their application.

25 **Q** Is AT&T Florida solely responsible for making

1 that determination?

2 **A** Yes.

3 **Q** So if AT&T Florida and only AT&T Florida
4 reasonably believes that the equipment is unnecessary,
5 then it can notify the CLEC that it cannot collocate its
6 equipment?

7 **A** Right. But this is to avoid a safety issue.
8 Most of this would be taken care of in the application
9 process, and equipment would be approved for placement.
10 And after approval, this issue wouldn't come up if --
11 unless CA deviated from the application.

12 **Q** In the following sentences AT&T Florida spells
13 out that it will send the CLEC the notice, and the CLEC
14 has ten days to remove the equipment or dispute the
15 notice; is that correct?

16 **A** Yes.

17 **Q** Okay. So to make sure we have this process
18 correct, first AT&T Florida will make a -- reasonably
19 determines whether the equipment is necessary; correct?

20 **A** Yes.

21 **Q** Then if AT&T Florida's reasonable determination
22 is that it is not necessary, it notifies the CLEC;
23 correct?

24 **A** Yes.

25 **Q** From there the CLEC has ten days to remove the

1 equipment; correct?

2 **A** Yes.

3 **Q** And it's up to the CLEC to dispute this;
4 correct?

5 **A** Yes.

6 **Q** Okay. If you could now please refer to the
7 FCC's collocation rules. It's going to be 47 CFR Section
8 51.323. Do you have --

9 **A** No, I don't have a copy. I'm sorry.

10 **Q** Okay. I have copies of that I can provide you.

11 **A** Thank you.

12 **Q** Could you please read out loud Section
13 51.323(c)?

14 **A** "Whenever an incumbent LEC objects to
15 collocation of equipment by a requesting
16 telecommunications carrier for purposes within the scope
17 of Section 251(c)(6) of the Act, the incumbent LEC shall
18 prove to the State Commission that the equipment is not
19 necessary for interconnection or access to unbundled
20 network elements under the standards set forth in
21 paragraph B of this section, and incumbent LEC may not
22 object to the collocation of equipment on the grounds
23 that the equipment does not comply with safety or
24 engineering standards that are more stringent than the
25 safety or engineering standards that the incumbent LEC

1 applies to its own equipment. An incumbent LEC may not
2 object to the collocation of equipment on the grounds
3 that the equipment fails to comply with network
4 equipment and building specifications performance
5 standards or any other performance standards. An
6 incumbent LEC that denies collocation of a competitor's
7 equipment siting safety standards must provide to the
8 competitive LEC within five business days of the denial
9 a list of all equipment that the incumbent LEC locates
10 at the premises in question, together with an affidavit
11 attesting that all of that equipment meets or exceeds
12 the safety standard that the incumbent LEC contends the
13 competitor's equipment fails to meet. This affidavit
14 must set forth in detail the exact safety requirement
15 that the requesting carrier's equipment does not
16 satisfy. The incumbent LEC's basis for concluding that
17 the requesting carrier equipment does not meet this
18 safety requirement and the incumbent LEC's basis for
19 concluding why collocation of equipment not meeting the
20 safety requirement would compromise network safety."

21 **Q** Does this section require the incumbent LEC to
22 prove to a State Commission in every instance that a
23 CLEC's equipment is unnecessary?

24 **A** Yes.

25 **Q** So if AT&T Florida objects to a piece of

1 Communications Authority's collocation equipment on the
2 grounds that it is unnecessary, it would have to prove
3 this to the State Commission; correct?

4 **A** That's correct.

5 **Q** Is this consistent with AT&T Florida's proposed
6 language we just discussed where AT&T Florida reasonably
7 determines by itself if equipment is necessary?

8 **A** The language doesn't mention the Commission.

9 **Q** Does AT&T Florida's proposed language which
10 puts the burden on the CLEC to dispute AT&T Florida's
11 determination, is that also consistent with the FCC's
12 rule here?

13 **A** The process is different.

14 **Q** What process would that be?

15 **A** Well, in the language the collocator is given
16 ten business days from the date of the notice, and it
17 doesn't have anything about the five days to provide the
18 list of all the equipment that the LEC locates at the
19 premises.

20 **Q** Does AT&T Florida believe that such a dispute
21 where the CLEC disputes AT&T Florida's determination
22 would need to follow the interconnection agreement's
23 dispute resolution process?

24 **A** In the case of the equipment already being
25 placed in the arrangement, it would not. But in the

1 planning stages, it could follow the dispute resolution
2 process.

3 Q Now, I'd like to go back to the second part of
4 the first sentence of AT&T's proposed language. Section
5 13 -- 3.18.4 that starts "Or determines that the
6 collocator's equipment does not meet the safety
7 standards."

8 A Yes.

9 Q Do you see -- okay. This would encompass AT&T
10 Florida objecting to the equipment on a safety issue;
11 correct?

12 A Yes.

13 Q The FCC has specific requirements for objecting
14 on safety grounds as well; correct?

15 A Yes.

16 Q And AT&T Florida has also addressed much of
17 that process in the section preceding the one in this
18 issue. That would be Section 3.18.3 of Attachment 12;
19 correct?

20 A Yes, you're right.

21 Q And that section is not contested in this
22 arbitration; correct?

23 A Correct. 3.18.3 is agreed.

24 Q If we could go to Issue 15ii. Are security
25 measures in place that limit access to AT&T Florida's

1 central office facilities?

2 **A** Yes.

3 **Q** Could you please explain?

4 **A** CLECs and AIS vendors apply for ID cards that
5 would enable them access into the office. And some of
6 those offices require to scan your card and the door
7 would open, and there are areas that some individuals
8 are allowed to go into and other areas where they're
9 not.

10 **Q** Thank you. And now Issue 38. Are you familiar
11 with Tier 1 and Tier 2 approved installation suppliers?

12 **A** Yes.

13 **Q** Can you tell me what the distinctions are
14 between those two tiers?

15 **A** A Tier 2 vendor requires a one-day course that
16 lets them know about the safety and the process on
17 getting into the central office. Once you're approved
18 as a Tier 2 vendor, which most CLECs are, they're
19 allowed to do the work in their own collocation
20 arrangement but nowhere else.

21 Tier 1 vendors go through a lengthy safety
22 process and a -- an approval process for the company,
23 and they are allowed to do work anywhere in the central
24 office. And then their name goes on a vendor list and
25 those are the vendors that are considered for work by

1 CLECs and by AT&T.

2 Q Thank you. Issue 58. Can you please define an
3 enhanced extended link, or EEL?

4 A Yes. An EEL is a combination of unbundled
5 dedicated transport and unbundled loop.

6 Q Could you define multiplexing?

7 A Yes. Multiplexing is an option that's offered
8 in conjunction with DS1 and DS3 unbundled dedicated
9 transport.

10 Q And could you explain the relationship between
11 the EEL and multiplexing?

12 A Multiplexing -- it would -- it changes a
13 circuit from a lower band width to a higher bandwidth or
14 vice versa. It might change it from a digital to voice
15 grade. And that is the function that's necessary to put
16 the two elements together to make an EEL.

17 Q I'd like you to now please look at
18 Communications Authority's Witness Ray's testimony -- or
19 deposition transcript. Excuse me. Pages 100 to 101.
20 That is staff's Exhibit No. 46, Bates No. 01619 through
21 01620. And I do have copies of that, if --

22 A No, I don't.

23 Thank you.

24 Q If you could please review that section and let
25 me know when you're finished.

1 **A** What line is it?

2 **Q** We're doing pages -- the first two pages,
3 100 through 101.

4 **A** Okay.

5 **Q** Okay. On these pages Witness Ray notes that
6 AT&T Florida wants to redefine the term EEL to mean the
7 combination of multiplexing plus anything. Does AT&T
8 Florida hold the same understanding?

9 **A** No.

10 **Q** Could you please explain?

11 **A** An EEL is loop and transport. That's the way
12 we define it.

13 **Q** Could you now please look at the next page,
14 it's page 102, and that's Bates No. 01621.

15 **A** Okay.

16 **Q** There Witness Ray notes that he believes
17 multiplexing is a routine network modification. What is
18 your definition of a routine network modification?

19 **A** A routine network modification is an activity
20 that AT&T provides for a CLEC for an unbundled dedicated
21 transport circuit or an unbundled loop that is already
22 constructed.

23 **Q** Thank you. Now we're going to be looking at
24 Section 51.319(d) (4) of the FCC rules, and I have a copy
25 of that we can pass around.

1 **A** Okay. Thank you.

2 **Q** And we will be looking at subsection (d)(4),
3 which is on page 4 of 5.

4 **A** All right.

5 **Q** Do the federal rules have requirements relating
6 to the provision of routine network modifications?

7 **A** I'm sorry. Could you repeat that, please?

8 **Q** Sure. Do the FCC's rules have requirements
9 relating to the provision of routine network
10 modifications?

11 **A** Yes, it does. And it goes on to explain in ii
12 what exactly a routine network modification is.

13 **Q** And does subsection ii address multiplexing?

14 **A** Yes, it does address multiplexing, but it also
15 entails many other activities such as a bucket truck,
16 aerial cable, equipment casings. It's a lot of
17 different things.

18 **Q** If Communications Authority provides its own
19 transport but used AT&T Florida's loop, would the
20 multiplexing be a routine network modification under this
21 section of the FCC's rules?

22 **A** No. A routine network modification is not
23 multiplexing at all. Multiplexing changes the bandwidth
24 of a circuit.

25 **Q** In subsection ii of the FCC rule, it states,

1 "and deploying a new multiplexer or reconfiguring an
2 existing multiplexer." What is your understanding of
3 that?

4 **A** Routine network modifications regard an
5 activity for a circuit that's already been constructed.
6 So in case there was a circuit that was already
7 multiplexed and something happened and AT&T had to
8 install a new multiplexer or reconfigure one that is
9 already there to make sure the circuit is good, that
10 would be a routine network modification.

11 **Q** Thank you. If we can move to Issue 66, please.

12 **A** Okay.

13 **Q** Are you aware that Communications Authority has
14 asked to change the UNE rates at issue in this docket?

15 **A** Yes, I am.

16 **Q** Do you believe that the appropriate mechanism
17 for changing the UNE rates at issue in this docket would
18 be a new generic proceeding on TELRIC rates?

19 **A** Yes.

20 **Q** And you've testified that the vast majority of
21 AT&T Florida's proposed rates were set by this Commission
22 in previous generic proceedings; correct?

23 **A** That's correct.

24 **Q** Is AT&T Florida advocating a new generic TELRIC
25 cost proceeding to be conducted in Florida?

1 **A** No.

2 **Q** Why not?

3 **A** I know that a cost study would be very labor
4 intensive. It would take a lot of time and employees
5 for AT&T Florida as well as the Commission, and also for
6 any CLEC that wanted to intervene.

7 **Q** Given the variables at play, do you know with
8 any certainty whether rates would increase or decrease as
9 a result of a new generic TELRIC proceeding?

10 **A** I don't think there's any certainty. Some
11 might go up and some might go down.

12 **MS. AMES:** Thank you. Staff has no further
13 questions.

14 **COMMISSIONER BRISÉ:** Thank you.

15 Commissioners? Any questions?

16 Okay. Seeing none, redirect.

17 **MR. HATCH:** Yes, I have a few. Thank you.

18 **EXAMINATION**

19 **BY MR. HATCH:**

20 **Q** Ms. Kemp, do you recall a conversation that you
21 had with staff regarding a reasonable amount of time to
22 act on a Tier 1, Tier 2 application?

23 **A** Yes.

24 **Q** Is there a time difference between the
25 resolutions either granting or denying a Tier 1 versus a

1 Tier 2 application?

2 **A** To my knowledge, no one is denied a Tier 2
3 designation if they agree to attend the training. Tier
4 1 is, is very much more detailed.

5 **Q** How long does a Tier 1 take to actually approve
6 or deny a Tier 1 status?

7 **A** To approve the application, I don't know. But
8 I have had a conversation with the individual that
9 accepts those, and it's a fairly quick process to send
10 out a response to the applicant that we have received
11 your application.

12 **Q** Perhaps we need to clarify.

13 Is there a difference between approving the
14 application versus approving the status to be a Tier 1
15 vendor?

16 **A** Yes. A tier -- to become a Tier 1 vendor,
17 it's at least a nine-month process. And there are five
18 test jobs that AT&T provides to that applicant, and
19 those test jobs must be performed accurately and pass
20 the inspection before they go on to the next job.

21 **Q** I believe in response to a series of questions
22 from Mr. Twomey talking about Tier 1, Tier 2 status and
23 collocation, collocation vendors essentially, as I
24 recall, he talked about AI -- or Tier 1 vendor contract
25 rates or the rates they charge. Do you recall that?

1 **A** I do.

2 **Q** Are those rates individually negotiated between
3 vendors and buyers?

4 **A** They are. It's a business-to-business
5 relationship.

6 **Q** And was -- I believe there was an extensive
7 discussion in terms of application fees. Do you recall
8 that?

9 **A** Yes.

10 **Q** All of the application fees that Mr. Twomey
11 referred to, are those fees -- or have those fees been
12 approved by the Commission based on AT&T's costs in a
13 cost proceeding?

14 **A** Yes, they have.

15 **Q** Do you recall a discussion with Mr. Twomey
16 about security barriers?

17 **A** Yes, I do.

18 **Q** In terms of whether to install a security, a
19 security barrier, should AT&T have to wait for security
20 or environmental factor failure in order to establish the
21 necessity for a security barrier?

22 **A** No.

23 **Q** I believe in response to Mr. Twomey's
24 questioning on Issue 51 -- he asked you if AT&T's
25 internal mechanized systems accurately identify

1 facilities availability. Do you recall that?

2 **A** Yes.

3 **Q** Are AT&T's facilities 100 percent accurate
4 100 percent of the time?

5 **A** No, they're not.

6 **Q** So that if there is, if there is an error in
7 facility makeup, that error would be the same error for
8 AT&T technicians versus CA?

9 **A** Yes, it would.

10 **Q** Do you recall -- I believe it was Issue 54.
11 It's the discussion on a 30-day notice for conversion
12 versus a 180-day notice of conversion. Do you recall
13 that?

14 **A** Yes.

15 **Q** Do you know what that 180-day conversion rate
16 was in relation to when the FCC did it in the TRRO?

17 **A** I believe the 180-day conversion date had to
18 do with wire center reclassification.

19 **Q** And at the time the TRRO was issued, did it
20 affect one CLEC or did it affect all CLECs?

21 **A** All CLECs.

22 **Q** So it would be logical that you would give
23 180 days for an ILEC to convert all of the CLECs versus
24 any individual CLECs?

25 **A** Yes.

1 **MR. HATCH:** That's all I've got. Thank you.

2 **COMMISSIONER BRISÉ:** Okay. Let's deal with
3 exhibits.

4 **MR. HATCH:** AT&T would request admission of, I
5 think it's 24 and 25, Ms. Kemp's exhibits.

6 **COMMISSIONER BRISÉ:** Okay. At this time we'll
7 enter Exhibits 24 and 25 into the record, seeing no
8 objections. Any objections?

9 **MR. TWOMEY:** None.

10 (Exhibits 24 and 25 admitted into the
11 record.)

12 **COMMISSIONER BRISÉ:** Okay. Staff, we didn't
13 have any exhibits, did we?

14 **MS. AMES:** None.

15 **COMMISSIONER BRISÉ:** Okay. And if I recall,
16 CA didn't have any exhibits either; right?

17 **MR. TWOMEY:** Correct.

18 **COMMISSIONER BRISÉ:** Okay. Okay. Well, thank
19 you, Ms. Kemp, for your testimony today.

20 **THE WITNESS:** Thank you.

21 **COMMISSIONER BRISÉ:** And have a great day.

22 **THE WITNESS:** Thank you.

23 **COMMISSIONER BRISÉ:** Okay. So now we have
24 concluded with the testimony. Is there anything else
25 that we need from staff?

1 **MS. TAN:** I'd just like to go over some
2 critical dates coming up. The hearing transcript is due
3 on May 19th, and the briefs are currently scheduled for
4 June 5th. Staff does note that the briefs can be up to
5 250 pages plus attachments. And we also note that there
6 is little, a little over two weeks from the issuance of
7 the hearing transcripts to the brief's due date.

8 **COMMISSIONER BRISÉ:** Okay. I just want to
9 make sure that everyone is comfortable with those dates.

10 **MR. HATCH:** The only potential would be the
11 availability of the transcripts, to get everything you
12 need from the transcripts for the brief. But, if
13 necessary, we would ask for something.

14 **COMMISSIONER BRISÉ:** Okay. All right.

15 **MS. TAN:** Other than that, we have no other
16 items.

17 **COMMISSIONER BRISÉ:** Okay. All right.

18 Commissioner Brown.

19 **COMMISSIONER BROWN:** Thank you, Mr. Chairman.
20 I just want to thank the parties and the witnesses
21 for -- and staff for such an expedited proceeding. This
22 was supposed to last three days, and I think everyone
23 just performed it with the utmost professionalism, and
24 including staff. So thank you all very, very much.

25 **COMMISSIONER BRISÉ:** Okay. So before we

1 adjourn, the hearing transcript is expected May 19th.
2 Briefs are due on June 5th. Okay. 250, no more than
3 250 pages, with the exclusion of -- what did you call
4 that?

5 **MR. HATCH:** The DPL.

6 **COMMISSIONER BRISÉ:** The DPL in essence, which
7 is another -- I don't know how many pages that, that is.

8 The other thing I always like to stress in
9 these type of hearings, that a market solution is
10 always better than an arbitrated solution. So we
11 certainly encourage the parties to continue to work
12 with each other to see if you can find compromise
13 amongst yourselves because neither one -- neither
14 party may end up happy with our decision. So it's
15 probably in your best interest to continue to work
16 towards a negotiated agreement. So with that, we
17 stand adjourned.

18 (Hearing adjourned at 11:29 a.m.)
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STATE OF FLORIDA)
 :
COUNTY OF LEON)

CERTIFICATE OF REPORTER

I, LINDA BOLES, CRR, RPR, Official Commission Reporter, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript constitutes a true transcription of my notes of said proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS day of 19th day of May, 2015.

Linda Boles

LINDA BOLES, CRR, RPR
FPSC Official Hearings Reporter
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*Copy of Memorandum
Lumber*

ATTACHMENT 12 - COLLOCATION

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-21STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders. If CLEC collocates for the purpose of obtaining access to UNEs for the provision of Telecommunications Services as set forth immediately above, CLEC may also use those UNEs for the provision of Information Services.
- 1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-21STATE property for the purposes set forth in Section 1.1.
- 1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-21STATE and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-21STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-21STATE's TP-76300 which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.
- 1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T CLEC Online website.
- 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-21STATE Premises pursuant to this Attachment.
- 1.6 This Attachment is only applicable to AT&T-21STATE Premises owned or controlled by AT&T-21STATE.
- 1.7 Scope:
 - 1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-21STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.
 - 1.7.2 AT&T-21STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.
 - 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS). ***Collocator shall be entitled to become an AT&T-21STATE Approved Installation Supplier (AIS) within a reasonable period of time for the purpose of performing work related to its own collocation(s), using criteria no more restrictive than that applied by AT&T-21STATE to any other AIS. If Collocator applies to become an AT&T-21STATE Approved Installation Supplier (AIS) for the purpose of performing work related to its own collocation(s), AT&T-21STATE shall act on Collocator's application within a reasonable period of time using criteria no more restrictive than applied by AT&T-21STATE to any other person applying to be an AIS.***
 - 1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-21STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-21STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.

- 1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-21STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-21STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-21STATE's property in accordance with this Attachment.
- 1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.
- 1.8 Billing Conversions:
- 1.8.1 Billing Conversions on previously provided Collocation under STATE tariffs will apply to all monthly recurring charges (MRCs) contained in the Collocation Section of the Pricing Schedule attached. AT&T-21STATE will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.
- 1.8.2 Prospective Effect:
- 1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

- 2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on AT&T-21STATE property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.
- 2.2 "AT&T-21STATE Premises" means all buildings falling under the FCC's definition of "premises", including AT&T-21STATE ILEC Central Offices (COs) and Remote Terminals.
- 2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.
- 2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under STATE tariff's to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.
- 2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule.
- 2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and AT&T-21STATE.
- 2.7 "Collocator" is the CLEC who places Telecommunications Equipment on AT&T-21STATE's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T-21STATE and/or accessing AT&T-21STATE's 251(c)(3) UNEs for the purpose described in this Attachment.

- 2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T-21STATE Premise.
- 2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T-21STATE Premise.
- 2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure.
- 2.9 "Cross-Connect" is defined as [a] connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers that attach to connecting hardware on each end.
- 2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.
- 2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.
- 2.12 "Delivery Date" (also known as Space Ready Date) means the date on which AT&T-21STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-21STATE has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.
- 2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-21STATE Eligible Structure.
- 2.14 "Effective Billing Date" means the date AT&T-21STATE completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.
- 2.16 "Eligible Structure" means AT&T-21STATE's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-21STATE that house its network facilities, and all structures that house AT&T-21STATE's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.
- 2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-21STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-21STATE.
- 2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).
- 2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.
- 2.20 "Infrastructure Systems" means the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.21 "AT&T-21STATE Approved Installation Supplier (AT&T-21STATE AIS)" means the suppliers that are approved to perform CO installation work for AT&T-21STATE and for Collocators in AT&T-21STATE Eligible Structures.

- 2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-21STATE AIS Tier 1) - These suppliers are approved by AT&T-21STATE to perform CO installation work for AT&T-21STATE and for Virtual Collocators in AT&T-21STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-21STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
- 2.21.2 AT&T-21STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-21STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).
- 2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in AT&T-21STATE's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.
- 2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.
- 2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.
- 2.25 "Physical Collocation" means space that is provided by AT&T-21STATE to Collocator for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act.
- 2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEVs), Huts, Terminals and Cabinets and other AT&T-21STATE owned or controlled premises containing AT&T-21STATE network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.
- 2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.
- 2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.
- 2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under Section 251(c)(2) with AT&T-21STATE's network or access to 251(c)(3) UNEs of AT&T-21STATE's network.
- 2.31 "Unused Space" means any space (i) existing in AT&T-21STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-21STATE or any Third Party, (iii) that is not occupied by AT&T-21STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-21STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-21STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-21STATE's warranty on proximate equipment.

2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-21STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE's 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.

3.0 General

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space.

3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-21STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.

3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-21STATE retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its AT&T-21STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-21STATE AIS shall adhere to all AT&T-21STATE requirements and shall coordinate with the AT&T-21STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website.

3.5 Safety:

3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-21STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-21STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-21STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-21STATE premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.

3.6 Americans with Disability Act (ADA):

3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.

3.6.2 If AT&T-21STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-21STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&Cs of this Agreement.

3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&Cs of this Agreement.

- 3.9 AT&T-21STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.
- 3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-21STATE vehicles and which are designated as reserved.
- 3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.
- 3.12 Contact Numbers:
- 3.12.1 AT&T-21STATE is responsible for providing the Collocator personnel a contact number for AT&T-21STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-21STATE's Interconnector's Collocation Services Handbook.
- 3.12.2 The Collocator is responsible for providing to AT&T-21STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-21STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.
- 3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.13 Right-to-Use; Multiple Dedicated Spaces:
- 3.13.1 In accordance with this Attachment, AT&T-21STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.
- 3.14 Trouble Status Reports:
- 3.14.1 AT&T-21STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-21STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-21STATE.
- 3.15 Service Coordination:
- 3.15.1 Collocator is responsible for coordinating with its AT&T-21STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.
- 3.16 Access to the MDF:
- 3.16.1 AT&T-21STATE will not provide Collocator's personnel with direct access to AT&T-21STATE's MDF, with the exception of the Collocator's hired AT&T-21STATE's AIS Tier 1.
- 3.17 Equipment List:
- 3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment". The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-21STATE, which consent shall not be unreasonably withheld.
- 3.17.2 AT&T-21STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the

approved AEL, the equipment will be reviewed for safety by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator in compliance with FCC Rule 51.323(c). The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment" and thus does not mean that the equipment may be collocated.

3.17.3 Subsequent Requests to Place Equipment:

3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated. ***CLEC shall not be charged for submission of the attachment to the Equipment List or for this review process, regardless of outcome.***

3.18 Minimum Standards:

- 3.18.1 Any network equipment placed in AT&T-21STATE network equipment areas of Eligible Structures by AT&T-21STATE or Collocator must meet AT&T-21STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-21STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-21STATE and its contractors.
- 3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-21STATE TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T CLEC Online website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 3.18.3 In the event that AT&T-21STATE denied Collocation of Collocator's equipment citing safety standards, AT&T-21STATE will provide a list of AT&T-21STATE telecommunications equipment which AT&T-21STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-21STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within five (5) Business Days of Collocator's written request.
- 3.18.4 In the event *it is agreed between the parties or determined following a dispute resolution proceeding initiated by either party that collocated equipment is not necessary for interconnection or access to 251 (c)(3) UNEs or that the Collocator's equipment does not meet the minimum safety standards, Collocator will be given thirty (30) Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already collocated. If it is determined that the Collocator's equipment does not meet all the minimum safety standards in Section 3.17.2 above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly. AT&T-21STATE reasonably believes that equipment proposed for collocation is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. When AT&T FLORIDA reasonably believes or determines that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs, AT&T FLORIDA shall provide written notification of such determination to Collocator. The*

Collocator will be given ten (10) Business Days from the date of the notice to remove the equipment from the collocation space. If Collocator disputes the determination, and the dispute is resolved in AT&T FLORIDA's favor, Collocator will have ten (10) Business Days from the date the dispute is resolved to remove the equipment from the collocation space. If AT&T FLORIDA determines the Collocator's equipment is improperly collocated (e.g., equipment was not previously identified on an approved application for collocation or the equipment is not on the authorized equipment list) or if it is determined that the Collocator's equipment does not meet the minimum safety standards, the Collocator must remove the equipment within the ten (10) Business Days after notification from AT&T-21STATE of violation of such safety standard and will be responsible for all resulting damages.

3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification:

3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

3.20.1 If the Collocator shall **materially** default in performance of any provision herein, and **such the** default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies. ***This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CA has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.***

3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section. ***This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CA has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.***

3.20.3 Limitations:

3.20.3.1 AT&T-21STATE is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T-21STATE would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T-21STATE will ensure that the Collocator is provided Collocation space at

least equal in quality to that provided to AT&T-21STATE, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

- 3.21.1 AT&T-21STATE voluntarily allows Collocator via the AT&T-21STATE AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if AT&T-21STATE and Collocator mutually agree to such placement, in AT&T-21STATE's Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 3.21.2 AT&T-21STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-21STATE will provide the necessary backup power to help protect against power outages.
- 3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on AT&T-21STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.
- 3.21.5 Physical Collocation: AT&T-21STATE will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-21STATE will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and AT&T-21STATE AISs with AT&T-21STATE's policies and practices pertaining to fire, safety and security (e.g., the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

- 3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to AT&T-21STATE's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-21STATE or the Physical Collocator has not yet submitted an access request form to AT&T-21STATE, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-21STATE security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-21STATE employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-21STATE to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-21STATE security escort will be required whenever the Physical Collocator or its approved agent or AT&T-21STATE AIS requires access to the entrance manhole. AT&T-21STATE will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-21STATE AIS or Guest(s) fails to show up for the scheduled escort appointment. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-21STATE site-specific drawings or make any notations.
- 3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender

the Dedicated Space or land for an adjacent structure to AT&T-21STATE, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.22.3 AT&T-21STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-21STATE and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-21STATE AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and AT&T-21STATE AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort.

3.23.2 The Physical Collocator shall provide AT&T-21STATE with notice at the time of dispatch of its own employee or AT&T-21STATE AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.

3.23.3 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-21STATE AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T-21STATE the completed form for all employees and AIS requiring access to AT&T-21STATE's Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.3.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-21STATE expedite the issuance of the access keys/cards and/or ID cards, and AT&T-21STATE will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.4 Any access key/cards and/or ID cards provided by AT&T-21STATE to the Physical Collocator for its employees and AT&T-21STATE AIS may not be duplicated under any circumstances.

3.23.5 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and AT&T-21STATE AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and AT&T-21STATE AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific AT&T-21STATE Premise.

3.23.6 Lost or Stolen Access Devices:

3.23.6.1 The Physical Collocator shall immediately notify AT&T-21STATE in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T-21STATE to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, and AT&T-21STATE AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.7 Rates and charges for access keys/cards are found in the Pricing Schedule.

3.23.8 Threat to Personnel, Network or Facilities:

3.23.9 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-21STATE standards for flame and smoke ratings, (e.g., no combustibles). Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, AT&T-21STATE AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T-21STATE Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T-21STATE, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 AT&T-21STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 AT&T-21STATE shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein AT&T-21STATE maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-21STATE may at its option, elect to offer this maintenance alternative in one (1) or more of its COs, and in one (1) or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, (e.g., cardboard boxes, paper, packing material, etc). Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-21STATE AIS Requirements:

3.29.1 Collocator shall select a supplier which has been approved as an AT&T-21STATE AIS to perform all engineering and installation work. The Collocator's AT&T-21STATE AIS must follow and comply with all of AT&T-21STATE's specifications and the following AT&T-21STATE Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-21STATE AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-21STATE AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-21STATE AIS is available on AT&T CLEC Online website. The Collocator's AT&T-21STATE AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-21STATE's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-21STATE AIS is used by Collocator, the AT&T-21STATE AIS shall bill Collocator directly for all work performed for Collocator. AT&T-21STATE shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-21STATE AIS. AT&T-21STATE shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

3.30.1 AT&T-21STATE will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-21STATE will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. AT&T-21STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-21STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

3.31.1 AT&T-21STATE shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-21STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

3.31.2 AT&T-21STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-21STATE shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

3.32.1 Before AT&T-21STATE may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-21STATE must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-21STATE's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-21STATE may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T-21STATE may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T-21STATE or for future use by AT&T-21STATE or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. AT&T-21STATE may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

3.33 AT&T-21STATE's Right of Access:

- 3.33.1 AT&T-21STATE, its employees, and other AT&T-21STATE authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-21STATE hereunder, and for any other purpose deemed reasonable by AT&T-21STATE.
- 3.33.2 AT&T-21STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of AT&T-21STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-21STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

- 3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:
- 3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
 - 3.34.1.2 Its equipment;
 - 3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and AT&T-21STATE's designated demarcation;
 - 3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and AT&T-21STATE's designated power source;
 - 3.34.1.5 Required point of termination cross connects in the Dedicated Space;
 - 3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;
 - 3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).
- 3.34.2 AT&T-21STATE neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

- 3.35.1 The Virtual Collocator's AT&T-21STATE AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under Section 251(c)(2) or access to AT&T-21STATE's 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by AT&T-21STATE. The Collocator will, at its expense, provide the following:
- 3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
 - 3.35.1.2 Its equipment;
 - 3.35.1.3 Interconnection facilities between the Collocator's equipment area and AT&T-21STATE's designated demarcation;
 - 3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T-21STATE's designated power source;
 - 3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);

- 3.35.1.6 All unique tools and test equipment;
- 3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;
- 3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;
- 3.35.1.9 All training as described in Section 4.11.3 below;
- 3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on AT&T-21STATE property. Suitable replacements are to be immediately provided to AT&T-21STATE to restore equipment.
- 3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-21STATE CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.
- 3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

- 4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.
 - 4.1.1 Both AT&T-21STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.2 Third Parties: The Parties acknowledge the following: that AT&T-21STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.3 In addition to any other applicable limitation, neither AT&T-21STATE nor the Collocator shall have any liability with respect to any act or omission by any other, regardless of the degree of culpability of any other, except in instances involving gross negligence or willful actions by either AT&T-21STATE or the Collocator or its agents or employees.
- 4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-21STATE's or other CLEC's premises, or any outage in AT&T-21STATE's or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance , or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.
- 4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.
- 4.6 Insurance:
 - 4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.
 - 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have **thirty (30) days five (5) Business Days** to cure the deficiency. If the Collocator does not cure the deficiency within **thirty (30) days and the Collocator has already**

commenced work five (5) Business Days, Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.6.3 The Collocator shall also require all AT&T-21STATE AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.

4.8 Indemnification of AT&T-21STATE:

4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's AT&T-21STATE AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, AT&T-21STATE shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T-21STATE has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T-21STATE opts not to rebuild, then AT&T-21STATE shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, AT&T-21STATE must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

4.9.1.2 Any obligation on the part of AT&T-21STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-21STATE.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-21STATE's opinion be advisable, AT&T-21STATE, at its option, may terminate services provided via this Attachment. AT&T-21STATE shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 AT&T-21STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-21STATE may use security measures expressly allowed by the FCC. In addition, AT&T-21STATE may impose security arrangements as stringent as the security arrangements AT&T-21STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-21STATE may impose the more stringent requirements. AT&T-21STATE will not impose

discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-21STATE's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

- 4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-21STATE AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 4.11.3 Collocator shall provide its employees and/or the AT&T-21STATE AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-21STATE Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-21STATE reserves the right to remove from an AT&T-21STATE Premise any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-21STATE's policies as outlined in the CLEC Security Training documents.
 - 4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-21STATE's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-21STATE's own employees and authorized contractors must undergo. AT&T-21STATE will not, however, require Collocator to receive security training from AT&T-21STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.
 - 4.11.3.2 Collocator and AT&T-21STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-21STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-21STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-21STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-21STATE property:
 - 4.11.3.2.1 Theft or destruction of AT&T-21STATE's or Collocator's property;
 - 4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-21STATE property;
 - 4.11.3.2.3 Threats or violent acts against other persons on AT&T-21STATE property;
 - 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-21STATE property;
 - 4.11.3.2.5 Permitting unauthorized persons access to AT&T-21STATE or Collocator's equipment on AT&T-21STATE property; and
 - 4.11.3.2.6 Carrying a weapon on AT&T-21STATE property.
 - 4.11.3.3 In addition, AT&T-21STATE reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-21STATE Premises or involving AT&T-21STATE's or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T-21STATE shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-21STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-21STATE reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-21STATE will

take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-21STATE or the Collocator.

- 4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given. ***This provision shall only apply if CA or any agent of CA has been proven to have committed any wrongdoing or violation of this agreement on AT&T property, and the measures taken by AT&T for which recovery is sought would protect AT&T from that wrongdoing or breach by CA in the future.***
- 4.11.3.4.1 AT&T-21STATE's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-21STATE's equipment. AT&T-21STATE's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-21STATE's space. To the extent that AT&T-21STATE is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-21STATE's expense.
- 4.11.3.4.2 AT&T-21STATE's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-21STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

- 5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with AT&T-21STATE at a level equal in quality to that which AT&T-21STATE obtains within its own network or AT&T-21STATE provides to an Affiliate, subsidiary, or other Party.
- 5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.
- 5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.4 AT&T-21STATE will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T-21STATE may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T-21STATE in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one (1) or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-21STATE's property.

5.2 Demarcation Point - AT&T-21STATE

5.2.1 AT&T-21STATE will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and AT&T-21STATE's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T-21STATE shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an AT&T-21STATE AIS Tier 1 to install their interconnection cabling to the AT&T-21STATE designated demarcation point.

5.2.2 The Physical Collocator or its AT&T-21STATE AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its AT&T-21STATE AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. AT&T-21STATE will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 AT&T-21STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC Online Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-21STATE within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under Section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, AT&T-21STATE will not provide the Physical Collocator with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.

5.3.2.2 AT&T-21STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an AT&T-21STATE Premises will not be responsible for the entire cost of site preparation and security.

5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T-21STATE in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not

include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

5.3.3 Shared Caged Collocation:

5.3.3.1 AT&T-21STATE will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the AT&T-21STATE Premises is located within a leased space and AT&T-21STATE is prohibited by said lease from offering such an option to the Physical Collocator. AT&T-21STATE shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between AT&T-21STATE and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T-21STATE and the Physical Collocator.

5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to AT&T-21STATE for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to AT&T-21STATE for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T-21STATE to request the provisioning of interconnecting facilities between AT&T-21STATE and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with AT&T-21STATE.

5.3.5 Cageless Collocation:

5.3.5.1 AT&T-21STATE will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T-21STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-21STATE's equipment as needed.

5.3.5.2 AT&T-21STATE shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.

5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T-21STATE shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation:

- 5.4.1 Where Physical Collocation space within the AT&T-21STATE CO is Legitimately Exhausted AT&T-21STATE will permit the Physical Collocator to Physically Collocate on AT&T-21STATE's property in the Physical Collocator's adjacent structures similar to structures that AT&T-21STATE uses to house Telecommunication Equipment, to the extent Technically Feasible.
- 5.4.2 AT&T-21STATE and CLEC will mutually agree on the location of the designated space on AT&T-21STATE premises where the Adjacent Structure will be placed. AT&T-21STATE will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.
- 5.4.3 AT&T-21STATE will offer the following increments of power to the Adjacent Structure:
 - 5.4.3.1 a standard offering of one hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists; or
 - 5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.
- 5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.
- 5.4.5 AT&T-21STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
- 5.4.6 AT&T-21STATE shall permit the Physical Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's AT&T-21STATE AIS. Accordingly, AT&T-21STATE will not provide the Physical Collocator's personnel or agents with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.
- 5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and AT&T-21STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.
- 5.4.9 In the event that interior space in an Eligible Structure becomes available, AT&T-21STATE will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.
- 5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T-21STATE Eligible Structure, AT&T-21STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have AT&T-21STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.
- 5.4.11 Adjacent On-site Planning Fee:

5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-21STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of Interconnection under Section 251(c)(2) to AT&T-21STATE or access to AT&T-21STATE provided 251(c)(3) UNEs is ordered as set forth in AT&T-21STATE's Interconnector's Collocation Services Handbook for Virtual Collocation. AT&T-21STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. AT&T-21STATE will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

6.1.1 CLEC may request a space availability report prior to its application for Collocation space within AT&T-21STATE's Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-21STATE is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T-21STATE Premises for which the space availability report was requested by CLEC.

6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

7.1 AT&T-21STATE will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-21STATE will follow the Collocation Application ("Application") process in the AT&T-21STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-21STATE's CLEC Online website and will pay AT&T-21STATE an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing AT&T-21STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, (e.g., caged, cageless, or other, as well as adequate information), (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-21STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-21STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

7.2 Complete and Accurate Application Review Process:

7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-21STATE will begin development of the quotation.

7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request for space is

granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-21STATE will not select for Collocator the type of Collocation to be ordered.

- 7.2.3 All applicable NRCs are required to be paid to AT&T-21STATE prior to the Collocation space being turned over to the Collocator. AT&T-12STATE processes the payment of the aforementioned NRCs in two installments: Fifty percent (50%) of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T-12STATE with the remaining fifty percent (50%) payment due two (2) weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

- 7.3.1 In responding to an Application request if space is not available, AT&T-21STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-21STATE knows when additional Collocation space may become available at the AT&T-21STATE CO requested by Collocator such information will be provided to Collocator in AT&T-21STATE's written denial of Collocation Space. AT&T-21STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.
- 7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When AT&T-21STATE's response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-21STATE will bill the applicable Application/Planning fee.
- 7.3.3 In the event of a denial, AT&T-21STATE will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T-21STATE will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:
- 7.3.3.1 central office common language location identifier (CLLI);
 - 7.3.3.2 the identity of the requesting Collocator;
 - 7.3.3.3 amount of space requested by the Collocator;
 - 7.3.3.4 the total amount of space at the AT&T-21STATE premises;
 - 7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook);
 - 7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines; if any,
 - 7.3.3.7 CO rearrangement/expansion plans; if any,
 - 7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.
- 7.3.4 In the event AT&T-21STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-21STATE's designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.
- 7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-21STATE representative and the representative the Collocator, who will participate in the tour.

- 7.3.6 AT&T-21STATE will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T-21STATE's representative will accompany and supervise the Collocator agent on the inspection tour.
- 7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T-21STATE. The Collocator and AT&T-21STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-21STATE reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-21STATE to justify the basis for any denial of collocation requests.
- 7.4 Revisions:
- 7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE. ***This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply. This provision shall not apply if the revision results in no change in the number, type or size of cables, or floor space, and has no other cost impact on AT&T-21STATE.***
- 7.4.2 Once AT&T-21STATE has provided the BFFO/quote and CLEC has accepted and authorized AT&T-21STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply. This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply.
- 7.5 Augments:
- 7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application. ***This provision shall not apply and no fee shall be due if Collocator is installing or replacing collocated equipment in its own space, without requesting any action by AT&T even if Collocator submits updated equipment designations to AT&T in accordance with this agreement.***
- 7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, AT&T-21STATE will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.
- 7.5.3 Several types of Augments are identified in the Collocation Section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:
- 7.5.3.1 100 Copper cable pair connections
 - 7.5.3.2 28 DS1 connections; and/or
 - 7.5.3.3 1 DS3 connections; and/or
 - 7.5.3.4 24 fiber connections
- 7.6 For all Augments other than provided above, AT&T-21STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T-21STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.
- 7.7 Intervals for Interconnection & Power Cabling:

- 7.7.1 CLEC shall consult the AT&T CLEC Online Handbook for information regarding interval changes regarding Interconnection to and/or Power Cabling changes. CLEC must use an AT&T-21STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

- 8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-21STATE when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-21STATE shall determine what modifications, if any, to the AT&T-21STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-21STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

- 9.1 In the event that the Collocator cancels its Collocation Application after AT&T-21STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-21STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-21STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-21STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

- 10.1 Unless there are unusual circumstances, AT&T-21STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-21STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-21STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.
- 10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-21STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-21STATE. The agreed upon exceptions shall be corrected by AT&T-21STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-21STATE's expense. AT&T-21STATE will then establish a new Space Ready Date.
- 10.3 Upon completion of corrections described in Section 10.2, AT&T-21STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (15) calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

- 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-21STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-21STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-21STATE COs before AT&T-21STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.
- 10.6 For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and interconnected when it is connected to either AT&T-21STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-21STATE's network or to obtain access to AT&T-21STATE's 251(c)(3) UNEs.
- 10.7 Early Space Acceptance:
- 10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.
- 10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-21STATE's network pursuant to Section 251(c)(2) or used to obtain access to AT&T-21STATE 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-21STATE has completed its work as required by the complete and accurate Collocation Application.
- 10.8 Reclamation of Dedicated Space:
- 10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-21STATE to obtain access to AT&T-21STATE 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-21STATE has the right to reclaim the Dedicated Space. AT&T-21STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-21STATE or obtain access to AT&T-21STATE 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 10.8.2 If the Physical Collocator causes AT&T-21STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-21STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.
- 10.8.3 If Collocator incurs costs directly attributable to inaccurate information provided by AT&T Florida, such as the costs of construction of cross-connects to incorrect CFAs, then AT&T Florida shall credit to Collocator's account the reasonable, demonstrated costs incurred as a result of the inaccurate information. In addition, AT&T Florida shall issue credit for charge(s) for unusable collocation service prorated for the period it was unusable, provided it is directly attributable to inaccurate information provided by AT&T Florida.

11.0 Efficiently Used

- 11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-21STATE's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that AT&T-21STATE holds Unused Space for future use.
- 11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g., DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-21STATE.

12.0 Relocation

12.1 AT&T-21STATE Requested Relocation:

- 12.1.1 When AT&T-21STATE determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-21STATE will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.
- 12.1.2 If the relocation occurs for reasons other than an emergency, AT&T-21STATE will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.
- 12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space. The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.
- 12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-21STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in AT&T-21STATE's reasonable discretion.
- 12.1.5 A Collocator's presence in AT&T-21STATE COs or adjacent space Collocation structures must not prevent AT&T-21STATE from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 CLEC Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, AT&T-21STATE shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.
- 12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where

applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

12.3 Virtual to Physical Relocation:

12.3.1 In the event Physical Collocation space was previously denied in an AT&T-21STATE CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).

12.3.2 Collocator must arrange with an AT&T-21STATE AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).

13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T-21STATE (see Space Reassignment Section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.

13.1.3 Upon termination the Collocation Space will revert back to AT&T-21STATE's space inventory.

13.1.4 The Collocator shall return the Collocation space to AT&T-21STATE in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.

13.1.5 Collocator's AT&T-21STATE AIS shall be responsible for informing AT&T-21STATE personnel of any required updates and/or changes to AT&T-21STATE's records that are required in accordance with AT&T-21STATE's TP specifications.

13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.

13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by AT&T-21STATE at the expense of the Collocator.

13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space

13.1.9 The Virtual Collocator will work cooperatively with AT&T-21STATE to remove the Collocator's equipment and facilities via use of AT&T-21STATE AIS from AT&T-21STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. AT&T-21STATE is not responsible for and will not guarantee the condition of such equipment removed by any Party.

13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.

13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, AT&T-21STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-21STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership:

13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of AT&T-21STATE. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:

13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with AT&T-21STATE.

13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date AT&T-21STATE turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. AT&T-21STATE's obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date AT&T-21STATE makes available the Collocation Arrangement to the Collocator Assignee.

13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocators on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

13.2.1.4 Collocator Assignee will defend and indemnify AT&T-21STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-21STATE equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T-21STATE harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-21STATE equipment and other items.

13.2.3 AT&T-21STATE in its response to the Application will provide a price quote. Collocator Assignee must pay one hundred percent (100%) of all NRCs in the price quote before AT&T-21STATE begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one hundred percent (100%) of all such NRCs, AT&T-21STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-21STATE and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.

- 13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that AT&T-21STATE will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).
- 13.3 Interconnection Termination Reduction:
 - 13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.
 - 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T-21STATE will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the AT&T-21STATE rack level. Collocator must use the AT&T-21STATE AIS for this procedure and AT&T-21STATE AIS must follow the appropriate TP found on AT&T CLEC Online website.
- 14.0 Fiber Optic Cable and Demarcation Point**
- 14.1 Fiber Optic Cable Entrance Facilities:
 - 14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.
 - 14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T-21STATE, and leaving sufficient length of the cable in the manhole for AT&T-21STATE to fully extend the Collocator-provided facilities to the designated point in the cable vault.
 - 14.1.2.1 The Physical Collocator's AT&T-21STATE AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.
 - 14.1.2.2 For a Virtual Collocation arrangement AT&T-21STATE will splice the Collocator provided entrance fiber to an AT&T-21STATE fiber cable terminated on AT&T-21STATE's Fiber distribution frame.
- 14.2 If the Collocator has not left the cable in the manhole within ~~one hundred twenty (120)~~ **one hundred eighty (180)** calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional ~~thirty (30)~~ **ninety (90)** calendar day extension by notifying AT&T-21STATE, ~~no later than fifteen (15) calendar days~~ **no later than fifteen (15) calendar days** prior to the end of the ~~one hundred twenty (120)~~ **one hundred eighty (80)** calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.
- 14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the AT&T-21STATE designated splice point for Virtual. In addition, AT&T-21STATE requires this fiber to be yellow or black with yellow striped sheath.
- 14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

- 14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to AT&T-21STATE or the Commission that use of such cable will not impair AT&T-21STATE's ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).
- 14.6 AT&T-21STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T-21STATE has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible. Where such dual points of entry are not available, when AT&T-21STATE performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).
- 14.7 AT&T-21STATE will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-21STATE also has access to more than two such entry points. Where AT&T-21STATE performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).

15.0 Entrance Facility Conduit to Vault, Per Cable Sheath

- 15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the AT&T CLEC Online Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

- 16.1 The Virtual Collocator will work cooperatively with AT&T-21STATE to develop implementation plans including timelines associated with:
- 16.1.1 Placement of Collocator's fiber into the CO vault;
 - 16.1.2 Location and completion of all splicing;
 - 16.1.3 Completion of installation of equipment and facilities;
 - 16.1.4 Removal of above facilities and equipment;
 - 16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-21STATE on anticipated additional Virtual Collocation requirements;
 - 16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-21STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-21STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-21STATE personnel are properly trained on Collocator equipment.
- 16.2 Installation of Virtual Collocation Equipment:
- 16.2.1 AT&T-21STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
 - 16.2.2 AT&T-21STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.
 - 16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by an AT&T-21STATE AIS.

16.2.4 The Collocator and AT&T-21STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-21STATE will cooperatively test the collocated equipment and facilities with the Collocator.

16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:

16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-21STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-21STATE COs and AT&T-21STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-21STATE on the Collocator's facilities and equipment.

16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the trouble.

16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

16.3.4 The Collocator will request any and all maintenance by AT&T-21STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-21STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, AT&T-21STATE will permit the Collocator to construct, via an AT&T-21STATE AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-21STATE imposes on its own equipment.

17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.

17.1.2 The Collocator must utilize an AT&T-21STATE AIS Tier 1 to place the CLEC to CLEC connection. , ***unless the Collocator and the Third Party both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&T-21STATE common cable support structure.***

17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.

17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.

17.1.5 The CLEC to CLEC connection shall utilize AT&T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule. , ***unless the Collocator and***

the Third Party both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&T-21STATE common cable support structure.

18.0 Extraordinary Charges, Special Construction and Custom Work/ICB Charges

- 18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-21STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g., volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g., construction that will benefit only the requesting Collocator).
- 18.1.1 AT&T-21STATE may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-21STATE commencing such work.
- 18.1.3 AT&T-21STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.
- 18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of AT&T-21STATE's price quote. Construction will not begin until receipt of the Collocator's signed acceptance.
- 18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-21STATE or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

- 19.1 In a CO AT&T-21STATE shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-21STATE Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-21STATE AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an AT&T-21STATE AIS Tier 1 to run the power distribution feeder cable from the AT&T-21STATE Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-21STATE AIS Tier 1 contracted by Collocator must provide AT&T-21STATE with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-21STATE will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-21STATE AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-21STATE AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 19.2 AT&T-21STATE will permit Collocator to request DC power in one (1) amp increments up to one hundred (100) amps from the AT&T-21STATE Power source.
- 19.2.1 In Florida only, CLEC may request that -48 DC power provisioned by AT&T FLORIDA to CLEC's Collocation Space be assessed per ampere (amp), pursuant to the rates set forth in the Pricing Sheet. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever

is appropriate, pursuant to Section 10. If CLEC desires to convert existing physical collocation arrangements to this billing arrangement, then the monthly recurring charges that are applicable will be assessed on the Space Ready Date associated with the Subsequent Application submitted by CLEC to convert an existing physical collocation arrangement. The monthly recurring charges for DC power shall be calculated and applied based on the amount of power CLEC requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T FLORIDA Premises on CLEC's Initial Application or Subsequent Application. AT&T FLORIDA shall allow CLEC, at CLEC's option, to order power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum draw by CLEC. AT&T FLORIDA is not required to build its central office power infrastructure to meet CLEC's forecasted DC power demand. CLEC must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T FLORIDA's power plant for each existing collocation arrangement CLEC converts or for any new collocation arrangement CLEC establishes under this arrangement.

19.2.2 AT&T FLORIDA, at any time and at its own expense, shall have the right to verify the accuracy of CLEC's power usage under the arrangement in Section 19.2.1 for a specific collocation arrangement in a particular Premise, based on a meter reading(s) taken by AT&T FLORIDA of the amount of power being consumed by CLEC's collocation arrangement. AT&T FLORIDA may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent(10%) or five (5) amps from the power usage that has been requested by CLEC for the collocation arrangement, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate AT&T FLORIDA's reading, then AT&T FLORIDA shall adjust CLEC's billing to reflect AT&T FLORIDA's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T FLORIDA.

19.2.3 CLEC shall notify AT&T FLORIDA of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by CLEC. The request change in DC power usage will be reflected in CLEC's next scheduled monthly billing cycle.

19.3 Collocator Interconnect Power Panel (CIPP) – (Options):

19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T-21STATE or an equivalent panel provided by the Collocator's AT&T-21STATE AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-21STATE technical support. See the Collocation Handbook for additional information.

19.4 Eligible Structure Ground Cable Arrangement, Each:

19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T-21STATE provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-21STATE equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an AT&T-21STATE AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-21STATE power source. In either case, the

Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-21STATE BDFB or an AT&T-21STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-21STATE BDFB (e.g., power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-21STATE AIS Tier 1 to coordinate fuse changes at the AT&T-21STATE BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-21STATE Power Plant (e.g., power arrangements consisting of a one hundred (100) amp A feed and a one hundred (100) amp B feed and above), the Collocator must hire an AT&T-21STATE AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-21STATE power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-21STATE's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-21STATE AIS Tier 1 will perform the power cable removal work up to the rack level. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level. Collocator must use an AT&T-21STATE AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g., reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to ten (10) amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation in CEVs, Huts and Cabinets

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEVs), Huts and Cabinets and other AT&T-21STATE owned or controlled premises where Collocation is practical and Technically Feasible, (e.g., where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment).

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of April 30, 2015

Title 47 → Chapter I → Subchapter B → Part 51 → Subpart D → §51.323

Title 47: Telecommunication
PART 51—INTERCONNECTION
Subpart D—Additional Obligations of Incumbent Local Exchange Carriers

§51.323 Standards for physical collocation and virtual collocation.

(a) An incumbent LEC shall provide physical collocation and virtual collocation to requesting telecommunications carriers.

(b) An incumbent LEC shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements.

(1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with the incumbent LEC at a level equal in quality to that which the incumbent obtains within its own network or the incumbent provides to any affiliate, subsidiary, or other party.

(2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

(3) Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth in paragraphs (b)(1) and (b)(2) of this section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the requesting carrier seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in paragraphs (b)(1) and (b)(2) of this section must not cause the equipment to significantly increase the burden on the incumbent's property.

(c) Whenever an incumbent LEC objects to collocation of equipment by a requesting telecommunications carrier for purposes within the scope of section 251(c)(6) of the Act, the incumbent LEC shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth in paragraph (b) of this section. An incumbent LEC may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that the incumbent LEC applies to its own equipment. An incumbent LEC may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. An incumbent LEC that denies collocation of a competitor's equipment, citing safety standards, must provide to the competitive LEC within five business days of the denial a list of all equipment that the incumbent LEC locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that the incumbent LEC contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that the requesting carrier's equipment does not satisfy; the incumbent LEC's basis for concluding that the requesting carrier's equipment does not meet this safety requirement; and the incumbent LEC's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

(d) When an incumbent LEC provides physical collocation, virtual collocation, or both, the incumbent LEC shall:

(1) Provide an interconnection point or points, physically accessible by both the incumbent LEC and the collocating telecommunications carrier, at which the fiber optic cable carrying an interconnector's circuits can enter the incumbent LEC's premises, provided that the incumbent LEC shall designate interconnection points as close as reasonably possible to its premises;

(2) Provide at least two such interconnection points at each incumbent LEC premises at which there are at least two entry points for the incumbent LEC's cable facilities, and at which space is available for new facilities in at least two of those entry points;

(3) Permit interconnection of copper or coaxial cable if such interconnection is first approved by the state commission; and

(4) Permit physical collocation of microwave transmission facilities except where such collocation is not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is required where technically feasible.

1 answer.

2 So, my next set of questions are for Issue 58.

3 A Okay.

4 Q Okay. What is your understanding of what an
5 enhanced extended link or EEL is and what it includes?

6 A My understanding is that an EEL is a term that
7 was defined -- that was defined by the FCC, which an EEL
8 is comprised of a combination of loop plus transport.
9 It may also include other components such as
10 multiplexing. But the two components that would cause
11 that to be an EEL would be loop plus transport when they
12 are combined by the ILEC.

13 Q Okay. If you could, please refer to Page 54
14 and 55 of Witness Kemp's testimony. And just let me
15 know when you're there. If you could, look that over.
16 Thank you.

17 A Okay. I've got it.

18 Q Is Communications Authority in agreement to
19 the bolded, underlined language cited on Page 54 of
20 AT&T's -- of Witness Kemp's direct testimony?

21 A We are not in agreement.

22 Q Could you please explain?

23 A We believe that AT&T is and has in the past
24 attempted to redefine the term "EEL" so that it does not
25 simply mean the combination of loop plus transport, but

1 also means the combination of multiplexing plus anything
2 such that AT&T seeks to not be required to provide
3 multiplexing other than in cases where it can call it an
4 EEL.

5 And the end result of that attempt is to
6 artificially inflate the cost of those combination
7 arrangements that a CLEC might need and also to deny a
8 CLEC access to multiplexing in cases where a CLEC is not
9 entitled to an EEL.

10 And so, that is the basis of our objection to
11 this. We don't believe there is any regulatory basis
12 for multiplexing being considered in that way as a
13 component of an EEL where is there no transport.

14 Q Okay. Thank you.

15 And I believe that you were also sent as an
16 attachment to 47-CFR-51.318(b). Can you see if you have
17 that available?

18 A Okay. I've got 318 and 319. We're looking at
19 318 now?

20 Q That is correct.

21 A Okay. I've got it.

22 Q And does the language proposed by AT&T
23 Florida -- by Witness Kemp closely resemble the language
24 of the rule?

25 A I would say it has some similarities, but I'm

1 going to need to defer to Counsel on the legal
2 interpretation.

3 Q All right. Thank you. That's fine.

4 If you could, look at your rebuttal testimony
5 on Page 57.

6 A Okay.

7 Q Here, you've identified multiplexing as a
8 routine network modification. Could you please
9 elaborate on how this is a routine network modification?

10 A I believe that multiplexing is a routine
11 network modification in that it is a standard component
12 that is part of local service that AT&T routinely
13 deploys for its own customers in conjunction with the
14 provision of unbundled loops.

15 And because AT&T routinely does that for its
16 own customers in conjunction with the use of local
17 loops, that that also entitles the CLEC to that as a
18 routine network modification.

19 Q Thank you. What other modifications to the
20 network does Communications Authority believe are
21 routine, if any?

22 A Examples of other routine network
23 modifications would be the removal of load coils from a
24 local loop being ordered by a CLEC, the removal of
25 bridge taps from a local loop being ordered by a CLEC,

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Title 47 → Chapter I → Subchapter B → Part 51 → Subpart D → §51.319

Title 47: Telecommunication
PART 51—INTERCONNECTION
Subpart D—Additional Obligations of Incumbent Local Exchange Carriers

§51.319 Specific unbundling requirements.

(a) *Local loops.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to the local loop on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part and as set forth in paragraphs (a)(1) through (8) of this section. The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path.

(1) *Copper loops.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to the copper loop on an unbundled basis. A copper loop is a stand-alone local loop comprised entirely of copper wire or cable. Copper loops include two-wire and four-wire analog voice-grade copper loops, digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper loops are in service or held as spares. The copper loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities as defined in paragraph (a)(2)(i) of this section. The availability of DS1 and DS3 copper loops is subject to the requirements of paragraphs (a)(4) and (5) of this section.

(i) *Line splitting.* An incumbent LEC shall provide a requesting telecommunications carrier that obtains an unbundled copper loop from the incumbent LEC with the ability to engage in line splitting arrangements with another competitive LEC using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent. Line splitting is the process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop. The high frequency portion of the loop consists of the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions. This portion of the loop includes the features, functions, and capabilities of the loop that are used to establish a complete transmission path on the high frequency range between the incumbent LEC's distribution frame (or its equivalent) in its central office and the demarcation point at the end-user customer premises, and includes the high frequency portion of any inside wire owned or controlled by the incumbent LEC.

(A) An incumbent LEC's obligation, under paragraph (a)(1)(i) of this section, to provide a requesting telecommunications carrier with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching from the incumbent LEC.

(B) An incumbent LEC must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

(ii) *Line conditioning.* The incumbent LEC shall condition a copper loop at the request of the carrier seeking access to a copper loop under paragraph (a)(1) of this section or a copper subloop under paragraph (b) of this section to ensure that the copper loop or copper subloop is suitable for providing digital subscriber line services, whether or not the incumbent LEC offers advanced services to the end-user customer on that copper loop or copper subloop. If the incumbent LEC seeks compensation from the requesting telecommunications carrier for line conditioning, the requesting telecommunications carrier has the option of refusing, in whole or in part, to have the line conditioned; and a requesting telecommunications carrier's refusal of some or all aspects of line conditioning will not diminish any right it may have, under paragraphs (a) and (b) of this section, to access the copper loop or the copper subloop.

(A) Line conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

(B) Incumbent LECs shall recover the costs of line conditioning from the requesting telecommunications carrier in accordance with the Commission's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with rules governing nonrecurring costs in §51.507(e).

(C) Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

(iii) *Maintenance, repair, and testing.* (A) An incumbent LEC shall provide, on a nondiscriminatory basis, physical loop test access points to a requesting telecommunications carrier at the splitter, through a cross-connection to the requesting telecommunications carrier's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops.

(B) An incumbent LEC seeking to utilize an alternative physical access methodology may request approval to do so from the state commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage a requesting telecommunications carrier's ability to perform loop or service testing, maintenance, or repair.

(iv) *Control of the loop and splitter functionality.* In situations where a requesting telecommunications carrier is obtaining access to the high frequency portion of a copper loop through a line splitting arrangement, the incumbent LEC may maintain control over the loop and splitter equipment and functions, and shall provide to the requesting telecommunications carrier loop and splitter functionality that is compatible with any transmission technology that the requesting telecommunications carrier seeks to deploy using the high frequency portion of the loop, as defined in paragraph (a)(1)(i) of this section, provided that such transmission technology is presumed to be deployable pursuant to §51.230.

(2) *Hybrid loops.* A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

(i) *Packet switching facilities, features, functions, and capabilities.* An incumbent LEC is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

(ii) *Broadband services.* When a requesting telecommunications carrier seeks access to a hybrid loop for the provision of broadband services, an incumbent LEC shall provide the requesting telecommunications carrier with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between the incumbent LEC's central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

(iii) *Narrowband services.* When a requesting telecommunications carrier seeks access to a hybrid loop for the provision of narrowband services, the incumbent LEC may either:

(A) Provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

(B) Provide nondiscriminatory access to a spare home-run copper loop serving that customer on an unbundled basis.

(3) *Fiber loops—(i) Definitions—(A) Fiber-to-the-home loops.* A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

(B) *Fiber-to-the-curb loops.* A fiber-to-the-curb loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

(ii) *New builds.* An incumbent LEC is not required to provide nondiscriminatory access to a fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when the incumbent LEC deploys such a loop to an end user's customer premises that previously has not been served by any loop facility.

(iii) *Overbuilds.* An incumbent LEC is not required to provide nondiscriminatory access to a fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when the incumbent LEC has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

(A) The incumbent LEC must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the-curb loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless the incumbent LEC retires the copper loops pursuant to paragraph (a)(3)(iv) of this section.

(B) An incumbent LEC that maintains the existing copper loops pursuant to paragraph (a)(3)(iii)(A) of this section need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case the incumbent LEC shall restore the copper loop to serviceable condition upon request.

(C) An incumbent LEC that retires the copper loop pursuant to paragraph (a)(3)(iv) of this section shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis.

(iv) *Retirement of copper loops or copper subloops.* Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop or a fiber-to-the-curb loop, an incumbent LEC must comply with:

(A) The network disclosure requirements set forth in section 251(c)(5) of the Act and in §51.325 through §51.335; and

(B) Any applicable state requirements.

(4) *DS1 loops.* (i) Subject to the cap described in paragraph (a)(4)(ii) of this section, an incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to a DS1 loop on an unbundled basis to any building not served by a wire center with at least 60,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

(ii) *Cap on unbundled DS1 loop circuits.* A requesting telecommunications carrier may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.

(5) *DS3 loops.* (i) Subject to the cap described in paragraph (a)(5)(ii) of this section, an incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that wire center. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.

(ii) *Cap on unbundled DS3 loop circuits.* A requesting telecommunications carrier may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.

(6) *Dark fiber loops.* An incumbent LEC is not required to provide requesting telecommunications carriers with access to a dark fiber loop on an unbundled basis. Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

(7) *Routine network modifications.* (i) An incumbent LEC shall make all routine network modifications to unbundled loop facilities used by requesting telecommunications carriers where the requested loop facility has already been constructed. An incumbent LEC shall perform these routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

(ii) A routine network modification is an activity that the incumbent LEC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier.

(8) *Engineering policies, practices, and procedures.* An incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to paragraph (a) of this section.

(b) *Subloops.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to subloops on an unbundled basis in accordance with section 251(c)(3) of the Act and this part and as set forth in paragraph (b) of this section.

(1) *Copper subloops.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in an incumbent LEC's outside plant, including inside wire owned or controlled by the incumbent LEC, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

(i) *Point of technically feasible access.* A point of technically feasible access is any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. An incumbent LEC shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. The incumbent LEC shall be compensated for providing this access in accordance with §§51.501 through 51.515.

(ii) *Rules for collocation.* Access to the copper subloop is subject to the Commission's collocation rules at §§51.321 and 51.323.

(2) *Subloops for access to multiunit premises wiring.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that the requesting telecommunications carrier seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by the incumbent LEC at a multiunit customer premises between the minimum point of entry as defined in §68.105 of this chapter and the point of demarcation of the incumbent LEC's network as defined in §68.3 of this chapter.

(i) *Point of technically feasible access.* A point of technically feasible access is any point in the incumbent LEC's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

(ii) *Single point of interconnection.* Upon notification by a requesting telecommunications carrier that it requests interconnection at a multiunit premises where the incumbent LEC owns, controls, or leases wiring, the incumbent LEC shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to the incumbent LEC's obligations, under paragraph (b)(2) of this section, to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point. If the parties are unable to negotiate rates, terms, and conditions under which the incumbent LEC will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under section 252 of the Act.

(3) *Other subloop provisions—(i) Technical feasibility.* If parties are unable to reach agreement through voluntary negotiations as to whether it is technically feasible, or whether sufficient space is available, to unbundle a copper subloop or subloop for access to multiunit premises wiring at the point where a telecommunications carrier requests, the incumbent LEC shall have the burden of demonstrating to the state commission, in state proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible to unbundle the subloop at the point requested.

(ii) *Best practices.* Once one state commission has determined that it is technically feasible to unbundle subloops at a designated point, an incumbent LEC in any state shall have the burden of demonstrating to the state commission, in state proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

(c) *Network interface device.* Apart from its obligation to provide the network interface device functionality as part of an unbundled loop or subloop, an incumbent LEC also shall provide nondiscriminatory access to the network interface device on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part. The network interface device element is a stand-alone network element and is defined as any means of interconnection of customer premises wiring to the incumbent LEC's distribution plant, such as a cross-connect device used for that purpose. An incumbent LEC shall permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point.

(d) *Dedicated transport.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to dedicated transport on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part, as set forth in paragraphs (d) through (d)(4) of this section. A "route" is a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LEC's wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

(1) *Definition.* For purposes of this section, dedicated transport includes incumbent LEC transmission facilities between wire centers or switches owned by incumbent LECs, or between wire centers or switches owned by incumbent LECs and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

(2) *Availability.*

(i) *Entrance facilities.* An incumbent LEC is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of incumbent LEC wire centers.

(ii) *Dedicated DS1 transport.* Dedicated DS1 transport shall be made available to requesting carriers on an unbundled basis as set forth in paragraphs (d)(2)(ii)(A) and (B) of this section. Dedicated DS1 transport consists of incumbent LEC interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

(A) *General availability of DS1 transport.* Incumbent LECs shall unbundle DS1 transport between any pair of incumbent LEC wire centers except where, through application of tier classifications described in paragraph (d)(3) of this section, both wire centers defining the route are Tier 1 wire centers. As such, an incumbent LEC must unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

(B) *Cap on unbundled DS1 transport circuits.* A requesting telecommunications carrier may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

(iii) *Dedicated DS3 transport.* Dedicated DS3 transport shall be made available to requesting carriers on an unbundled basis as set forth in paragraphs (d)(2)(iii)(A) and (B) of this section. Dedicated DS3 transport consists of incumbent LEC interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

(A) *General availability of DS3 transport.* Incumbent LECs shall unbundle DS3 transport between any pair of incumbent LEC wire centers except where, through application of tier classifications described in paragraph (d)(3) of this section, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, an incumbent LEC must unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

(B) *Cap on unbundled DS3 transport circuits.* A requesting telecommunications carrier may obtain a maximum of 12 unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

(iv) *Dark fiber transport.* Dark fiber transport consists of unactivated optical interoffice transmission facilities. Incumbent LECs shall unbundle dark fiber transport between any pair of incumbent LEC wire centers except where, through application of tier classifications described in paragraph (d)(3) of this section, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. An incumbent LEC must unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

(3) *Wire center tier structure.* For purposes of this section, incumbent LEC wire centers shall be classified into three tiers, defined as follows:

(i) Tier 1 wire centers are those incumbent LEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center.

(ii) Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center.

(iii) Tier 3 wire centers are those incumbent LEC wire centers that do not meet the criteria for Tier 1 or Tier 2 wire centers.

(4) *Routine network modifications.* (i) An incumbent LEC shall make all routine network modifications to unbundled dedicated transport facilities used by requesting telecommunications carriers where the requested dedicated transport facilities have already been constructed. An incumbent LEC shall perform all routine network modifications to unbundled dedicated transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

(ii) A routine network modification is an activity that the incumbent LEC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. They also include activities needed to enable a requesting telecommunications carrier to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

(e) *911 and E911 databases.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part.

(f) *Operations support systems.* An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information. An incumbent LEC, as part of its duty to provide access to the pre-ordering function, shall provide the requesting telecommunications carrier with nondiscriminatory access to the same detailed information about the loop that is available to the incumbent LEC.

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