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RECORDS AND REPORTING

August 26, 1998

**BY HAND DELIVERY**

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

Re: Access by Telecommunications Companies to Customers  
In Multi-Tenant Environments; Docket No. 980000B-SP

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Sprint's Comments.

Also enclosed is a diskette containing the above Comments originally typed in Microsoft Word 97 format which has been saved in Rich Text format for use with Word Perfect.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

RECEIVED & FILED

*JBJ*  
FSC-BUREAU OF RECORDS

Sincerely,

*Jeffrey Wahlen*  
Jeffrey Wahlen

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

JJW/bjd

Enclosures

cc: All Parties of Record (w/encls.)

DOCUMENT NUMBER-DATE

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RECORDS AND REPORTING



4. Direct access to tenants should also be granted for an entire building or property under common ownership. That is, once a telecommunications carrier is granted access to one tenant within an MTE, it should not be required to renegotiate with the MTE owner to serve additional tenants on that property. Requiring a carrier to negotiate access with an MTE owner on a tenant-by-tenant basis unnecessarily slows access and raises the transactions cost for all parties involved.

5. Direct access includes installation, maintenance and repair access to those spaces and facilities on or within an MTE property used by a telecommunications carrier to provide telecommunications services to a tenant, including, but not limited to, easements, inside wiring, telephone closets, riser cables, conduit and rooftops;

6. In general, "multi-tenant environment" should be defined broadly to include all non-transient tenancies (both residential and commercial, and existing and new). This includes, without limitation, apartment buildings, certain dormitories and condominiums, but excludes hotels;

7. All telecommunications services as defined in 47 U.S.C. § 153(43) provided by a telecommunications carrier, regardless of access media used, should be included in "direct access."

8. Exclusive MTE access contracts should be presumed anticompetitive and unlawful;

9. If a telecommunications carrier is responsible for installing telecommunications facilities within an MTE, they should be responsible for repairing property damage caused by such installation, and for indemnifying property owners for damages and liability resulting from such installation;

10. The maintenance of E911 capability for each tenant in an MTE remains the serving telecommunications carrier's responsibility.

While there may be differences on emphasis and wording, Sprint believes that most telecommunications carriers operating in Florida would agree with these basic points.

## II

### Other Comments

Based on the initial written comments and the discussions at the second workshop, Sprint offers the following comments on two of the most contentious issues identified in this proceeding.

#### A. Demarcation Point

The definition of demarcation point is an area that needs further detailed analysis by the Commission and interested persons. While changing the definition of demarcation point may be appropriate, Sprint is not prepared, based on the information developed in this proceeding, to propose a change from the current rule to an MPOE or any other approach. The Commission should identify the "demarc" point as an area for further study, and initiate an appropriate proceeding to explore whether changes to its existing rule are appropriate.

#### B. Compensation

Historically, local exchange companies have not been required to pay compensation to place facilities from the property boundary to the demarcation point, and it seems abundantly clear that the 1996 Act was not enacted to give landlords the opportunity to extract monopoly rents from any carrier seeking to serve the tenants in a MTE. If customers in

an MTE desire service from any carrier and existing facilities cannot be used by the carrier to provide that service, any payment for the access required to install the necessary facilities at the property should be included in the rental charge paid by the tenant or allocated as a matter of separate contract between the landlord and tenant, but should not involve payment by the carrier.


DATED this 26<sup>th</sup> day of August, 1998.

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ATTORNEYS FOR  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Sprint's Comments has been furnished by U. S. Mail this 26<sup>th</sup> day of August, 1998 to the following:

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