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September 24, 1996

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

Docket No. 960847-TP

Dear Mrs. Bayo:

Enclosed for filing in the above referenced docket are an original and fifteen (15) copies of AT&T's Prehearing Statement.

Copies of the foregoing are being served on all parties of record in accordance with the attached Certificate of Service.

~~Yours truly,~~

Tracy Hatch

Attachments

cc: Parties of Record

- ACK
- AFA
- APP
- CAF
- CMU  Chase
- CTR
- EAG
- LEG  1
- LIN  5
- OPC
- RCH
- SEC  1
- WAS
- OTH

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EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
10219 SEP 24 88  
FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE**

**DOCKET NOS. 960847-TP and 960980-TP**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand-delivery to the following parties of record this 24<sup>th</sup> day of September, 1996:

Beverly Menard, Director  
c/o Ken Waters  
GTE Florida Incorporated  
106 E. College Ave., Suite 1440  
Tallahassee, FL 32301-7704

Donna Canzano, Esq.  
Division of Legal Services  
Florida Public Service Comm.  
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Tallahassee, FL 32399

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Hopping Green Sams & Smith  
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Tallahassee, FL 32301

  
\_\_\_\_\_  
Tracy Hatch

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition by AT&T ) Docket No. 960847-TP  
Communications of the Southern )  
States, Inc. for arbitration of )  
certain terms and conditions of a )  
proposed agreement with GTE )  
Florida Incorporated concerning )  
interconnection and resale under )  
the Telecommunications Act of )  
1996. )

In Re: Petition by MCI ) Docket No. 960980-TP  
Telecommunications Corporation )  
and MCI Metro Access )  
Transmission Services, Inc. for )  
arbitration of certain terms and )  
conditions of a proposed )  
agreement with GE Florida )  
Incorporated concerning resale ) Filed: September 24, 1996  
and interconnection under the )  
Telecommunications Act of 1996. )

**AT&T'S Prehearing Statement**

AT&T Communications of the Southern States, Inc. (hereinafter "AT&T"), pursuant to Rule 25-22.038, Florida Administrative Code, and order of the Florida Public Service Commission (hereinafter the "Commission") hereby submits its Prehearing Statement in the above-referenced docket.

**A. and B. Witnesses and Exhibits**

AT&T intends to sponsor the direct testimony of the following witnesses, together with the listed exhibits:

1. **William J. Carroll**

DOCUMENT NUMBER-DATE

10219 SEP 24 88

FPSC-RECORDS/REPORTING

2. **Ray Crafton**  
RC-2: Unbundled Network Elements
3. **Joseph P. Cresse**  
JPC-1: Vitae
4. **Joseph Gillan**  
JPG-1: Vitae
5. **Mike Guedel**  
MG-1: Unbundled Network Elements  
MG-2: Items Requiring Cost Support  
MG-3: Cost of Network Elements
6. **David L. Kaserman**  
DLK-1: Vitae
7. **Art Lerma**  
AL-1: Model Flow Chart  
AL-2: Treatment of Armis Data  
AL-3: Identification and Assignment of Factors  
AL-4: GTE Avoided Retail Costs  
AL-5: GTE Florida Financials
8. **L. G. Sather**
9. **Ronald H. Shurter**
10. **Don J. Wood**  
DJW-1: Vitae  
DJW-2: Network Investments  
DJW-3: Cost of Network Elements  
DJW-4: Hatfield Model Unbundled Network Element Summary

AT&T is sponsoring the rebuttal testimony of the following: Ray Crafton, Mike Guedel, David Kasserman, Art Lerma, Ron Shurter and Don Wood.

AT&T further reserves the right to present any exhibits that may be necessary to cross-examine opposing witnesses or to respond to matters which are raised for the first time at the hearings in this proceeding.

**C. Basic Position**

The Telecommunications Act of 1996 has created an historic opportunity for this Commission to provide consumers in the state of Florida with real choices in obtaining local exchanges services through the introduction of competition in the local exchange market place. The Act, far from simply permitting local exchange competition, is designed to inject competition in the local exchange market on a broad scope to allow customers the widest array of choices to meet their needs. To accomplish its goal, the Act creates the foundation for effective competition by mandating the availability from incumbent LECs of the tools needed by competitors that are essential to an effectively competitive marketplace. The Act, together with the FCC's Order and Rules implementing the Act, requires that LECs: resell each of their services at wholesale rates calculated on the basis of avoidable cost; provide facilities, equipment and services for interconnection at any technically feasible point and in a manner that is qualitatively equal to that which the LEC provides itself; unbundle network elements; and price interconnection and unbundled network elements at TSLRIC or TELRIC. It is essential to the development of effective

competition in the local market that the Commission make available the tools set forth in the Act to the further extent possible. Whether service is provided to customers through resale or on a facilities basis or a combination of both, it is critical that GTEFL be required to provide the items required by the Act to local exchange competitors in a manner that allows competitors to serve their customers in a fashion equal to that in which GTEFL provides service to its customers. To do less will be to relegate the availability of quality competitive telecommunications service to consumers to those instances where facilities based competition is available; such a result is clearly contrary to the goals of the Act to bring about widespread competition to as many as possible as soon as possible.

**D. - F. Positions on the Issues**

See Attachment 1 (AT&T's Positions on Issues).

**G. Stipulated Issues**

No issues have been stipulated at this time.

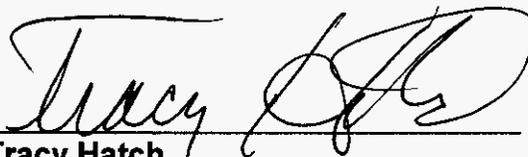
**H. Pending Motions**

AT&T has no pending motions at this time.

**I. Other Requirements**

AT&T is not aware of any requirements set forth in the Order on Prehearing Procedure with which it is unable to comply.

**Respectfully submitted** this 20th day of September, 1996.



A handwritten signature in black ink, appearing to read "Tracy Hatch", is written over a horizontal line.

**Tracy Hatch  
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Tallahassee, Florida 32301  
(904) 425-6364**

**Attorney for AT&T Communications  
of the Southern States, Inc.**

**AT&T - MCI/GTEFL ARBITRATION - 960847-TP AND 9600980-TP  
PRE-HEARING STATEMENT**

**AT&T'S POSITION ON ISSUES**

**ISSUE 1: WHAT SERVICES PROVIDED BY GTEFL, IF ANY, SHOULD BE EXCLUDED FROM RESALE?**

**AT&T'S POSITION:** The Act and the FCC Order require GTEFL to offer for resale at wholesale rates any telecommunications service that GTEFL provides at retail to subscribers who are not telecommunications carriers. The Act and the FCC Order do not provide for any exceptions to GTEFL's obligation.

**AT&T'S WITNESS:** SATHER

**ISSUE 2: SHOULD GTEFL BE PROHIBITED FROM IMPOSING RESTRICTIONS ON THE RESALE OF GTEFL SERVICES?**

**AT&T'S POSITION:** The Act and the FCC Order prohibit incumbent LECs from imposing unreasonable or discriminatory conditions or limitations upon the resale of telecommunications services. The FCC order provides that resale restrictions are preemptively unreasonable except as specified in the Order. Those specific restrictions relate to: (i) Short-term promotions, which GTEFL must offer for resale but which a commission may allow GTEFL to offer at the non-promotional price less avoided costs; (ii) cross-class reselling of residential services purchased at wholesale to non-eligible subscribers (specifically residential service to business customers and means-tested services to non-eligible subscribers), which a commission may allow GTEFL to restrict reselling to eligible subscribers; and (iii) withdrawn (grand fathered) services, which GTEFL must offer for resale, but a commission may allow GTEFL to restrict AT&T from reselling such services to customers that do not already subscribe to the withdrawn service. Resale restrictions are preemptively unreasonable and prohibited by the Act.

**AT&T'S WITNESS:** SATHER

**ISSUE 3: WHAT ARE THE APPROPRIATE WHOLESALE RATES FOR GTEFL TO CHARGE WHEN AT&T OR MCI PURCHASE GTEFL'S RETAIL SERVICES FOR RESALE?**

**AT&T'S POSITION:** GTEFL should calculate the wholesale rates charged to AT&T and MCI for local service resale based on the retail rate charged to subscribers excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by GTEFL. Specifically, the appropriate wholesale rate for services available for resale is GTEFL's retail rates offered by GTEFL less 30.99%. This reduction in retail rates shall apply to all services, including both recurring and non-recurring service charges.

**AT&T'S WITNESS:** CARROLL

**ISSUE 4a: SHOULD GTEFL BE REQUIRED TO IMPLEMENT A PROCESS AND STANDARDS THAT WILL ENSURE THAT AT&T AND MCI RECEIVE SERVICES FOR RESALE, INTERCONNECTION, AND UNBUNDLED NETWORK ELEMENTS THAT ARE AT LEAST EQUAL IN QUALITY TO THOSE THAT GTEFL PROVIDES ITSELF AND ITS AFFILIATES?**

**ISSUE 4b: SHOULD GTEFL BE REQUIRED TO PROVIDE AT&T AND MCI LOOP TESTING INFORMATION PRIOR TO THE ESTABLISHMENT OF SERVICE TO AN AT&T OR MCI CUSTOMER?**

**AT&T'S POSITION:**

- a) GTEFL is obligated under the Act to make services available for resale without discriminatory conditions or limitations. In accordance with the Act, the quality of the interconnection that GTEFL provides to AT&T and other new entrants must be at least equal to the quality of that which GTEFL provides to itself. This same standard applies to the quality of unbundled network elements and the quality of the access to those elements provided by GTEFL. Quality standards are necessary to ensure that GTEFL provides services for resale, interconnection, and unbundled network elements which meet their obligations to provide non-discriminatory levels of service.
- b) Yes. Loop testing is an important capability for AT&T to have to ensure that local service purchased from

GTEFL and resold to an AT&T customer is operational and that the service quality is at least equal to that which GTEFL provides to itself.

AT&T'S WITNESS: CARROLL

**ISSUE 5: WHAT ARE THE APPROPRIATE CONTRACTUAL PROVISIONS FOR LIABILITY AND INDEMNIFICATION FOR FAILURE TO PROVIDE SERVICES IN ACCORDANCE WITH THE TERMS OF THE ARBITRATION AGREEMENT?**

AT&T'S POSITION: GTEFL is the only party in a position to prevent the errors that lead to unbillable or uncollectible revenues. Thus, GTEFL should compensate AT&T for revenue losses caused by GTEFL errors.

AT&T'S WITNESS: CARROLL

**ISSUE 6a: SHOULD GTEFL BE REQUIRED TO PROVIDE REAL-TIME AND INTERACTIVE ACCESS VIA ELECTRONIC INTERFACES TO PERFORM THE FOLLOWING:**

**PRE-SERVICE ORDERING  
SERVICE ORDER PROCESSING AND PROVISIONING  
MAINTENANCE/REPAIR  
CUSTOMER USAGE DATA TRANSFER  
LOCAL ACCOUNT MAINTENANCE**

**ISSUE 6b: IF THIS PROCESS REQUIRES THE DEVELOPMENT OF ADDITIONAL CAPABILITIES, IN WHAT TIME FRAME SHOULD THEY BE DEPLOYED?**

**ISSUE 6c: WHAT ARE THE COSTS INCURRED, AND HOW SHOULD THOSE COSTS BE RECOVERED?**

AT&T'S POSITION: a) The Act requires GTEFL to provide AT&T with non-discriminatory access to systems and functions that AT&T has requested by January 1, 1997. GTEFL must provide service that is equal to that provided to itself and, therefore, permit AT&T to provide service to its customers which is at least at parity to that GTEFL provides to its retail customers. Thus,

incumbent LECs are required to perform ordering, provisioning, maintenance, and billing services for alternate LECs at the same level of quality and within the same intervals such that ALEC customers have the same experience as the incumbent LEC's customers. AT&T must have real-time and interactive access to GTEFL's systems in order to provide at least the same level of service GTEFL provides to its customers.

- b) Any processes and procedures needed should be developed and put into place as soon as practicable.
- c) The costs of providing such interfaces should be based on TELRIC studies approved by this Commission and shared by all local service providers who benefit from these interfaces in a competitively neutral fashion.

AT&T'S WITNESS: CARROLL

**ISSUE 7a WHEN AT&T OR MCI RESELLS GTEFL'S LOCAL EXCHANGE SERVICE OR PURCHASES UNBUNDLED LOCAL SWITCHING, IS IT TECHNICALLY FEASIBLE TO:**

- 1) TO ROUTE 0+ AND 0- CALLS TO AN OPERATOR OTHER THAN GTEFL'S;
- 2) TO ROUTE 411 AND 555-1212 DIRECTORY ASSISTANCE CALLS TO AN OPERATOR OTHER THAN GTEFL'S; OR
- 3) TO ROUTE 611 REPAIR CALLS TO A REPAIR CENTER OTHER THAN GTEFL'S?

**ISSUE 7b: IF THIS PROCESS REQUIRES THE DEVELOPMENT OF ADDITIONAL CAPABILITIES, IN WHAT TIME FRAME SHOULD THEY BE DEPLOYED?**

**ISSUE 7c: WHAT ARE THE COSTS INCURRED AND HOW SHOULD THOSE COSTS BE RECOVERED?**

AT&T'S POSITION: a) GTEFL should be required to route Operator Services, Directory Assistance, and Repair calls from AT&T local customers to AT&T's platforms. Such customized routing is technically feasible.

Furthermore, one of the required categories of unbundled network elements set forth by the FCC is entitled "Operator Services and Directory Assistance". Thus, when AT&T purchases Local Switching as an unbundled network element or local service, GTEFL must provide the functionality and features to modify the customer's line to route all calls to the AT&T network for directory assistance, operator services, and repair.

- b) Any processes and procedures needed should be developed and put into place as soon as practicable.

AT&T'S WITNESS: CARROLL

**ISSUE 8a: SHOULD GTEFL BE REQUIRED TO PROVIDE AT&T AND MCI WITH THE BILLING AND USAGE RECORDING SERVICES THAT AT&T AND MCI REQUESTED?**

**ISSUE 8b: IF THIS PROCESS REQUIRES THE DEVELOPMENT OF ADDITIONAL CAPABILITIES, IN WHAT TIME FRAME SHOULD THEY BE DEPLOYED?**

**ISSUE 8c: WHAT ARE THE COSTS INCURRED, AND HOW SHOULD THOSE COSTS BE RECOVERED?**

AT&T'S POSITION: a) GTEFL must be required to bill and record all charges AT&T incurs for purchasing wholesale Local Services for resale and Unbundled Network Elements and Combinations, and to follow appropriate billing procedures when AT&T is interconnected to GTEFL's network. AT&T believes that in order to efficiently bill its local service customers, GTEFL must assign a separate and unique billing code to each local service and unbundled network element or combination purchased by AT&T. GTEFL must then provide AT&T a monthly Local Service Bill that includes all Local Service Charges incurred by and credits and/or adjustments due to AT&T for those Local Services, and a monthly Unbundled Network Element Bill that includes all Unbundled Network Element Charges incurred by and credits and/or adjustments due to AT&T for those Elements or Combination thereof.

- b) AT&T believes that one year from the initiation of an agreement or when local service billing standards are adopted by the Open Billing Forum is an appropriate time frame for the development of any additional capabilities required. The costs for these services should be set at TELRIC.
- c) The costs of providing such service should be based on TELRIC studies approved by this Commission and shared by all local service providers who benefit from this access.

AT&T'S WITNESS: CARROLL

**ISSUE 9: WHAT TYPE OF CUSTOMER AUTHORIZATION IS REQUIRED FOR ACCESS TO CUSTOMER ACCOUNT INFORMATION AND TRANSFER OF EXISTING SERVICES?**

AT&T'S POSITION: The principles set forth in C.F.R. Section 64.1100 should apply to the process for end-user selection of a primary local exchange carrier. GTEFL should not require a disconnect order, letter of authorization, or other writing from a customer, or another LEC, in order to process and order for Local Service. GTEFL should transfer the customer's service features and functionality "as is" to AT&T when requested by a customer, thus allowing the customer to retain all existing features and functionality. The Act permits the use of a blanket letter of authorization procedure without further customer approval and permits access to customer proprietary data to initiate, render, bill and collect for telecommunications services.

AT&T'S WITNESS: CARROLL

**ISSUE 10: WHAT ARE THE APPROPRIATE RATES, TERMS, AND CONDITIONS, IF ANY, FOR CALL GUIDE PAGES, DIRECTORY DISTRIBUTION, AND INCLUSION OF AT&T'S AND MCI'S LOGOS ON THE DIRECTORY COVER?**

AT&T'S POSITION: GTEFL has an obligation under the Act to provide AT&T with non-discriminatory access to its Directory Listings.

Consistent with the non-discriminatory language of the Act, GTEFL must, at a minimum include in the customer information or customer guide section of each telephone directory, one full page of information about AT&T's services. This information must include addresses and telephone numbers for AT&T Customer Service. At&T must be permitted to provide the form and content of such customer information to GTEFL. AT&T agrees to pay a reasonable rate to GTEFL, based on the cost of providing such a service, for the inclusion of this full page and any references to AT&T on the front cover of the directory.

The Act also obligates GTEFL to publish and distribute directories for AT&T on the same terms and conditions as it provides to itself. Thus, GTEFL should be required to distribute directories at the primary level for free and at a price based on costs for secondary distribution. The cost of primary publication and distribution is within the costs of purchasing the resold service and is thus an obligation of GTEFL in providing such service. Consistent with the Act, such costs should not be passed along to AT&T thereby unfairly advantaging and compensating GTEFL.

AT&T'S WITNESS: CARROLL

**ISSUE 11a: SHOULD GTEFL BE REQUIRED TO PROVIDE AT&T AND MCI ACCESS TO GTEFL'S DIRECTORY ASSISTANCE DATABASE?**

**ISSUE 11b: IF THIS PROCESS REQUIRES THE DEVELOPMENT OF ADDITIONAL CAPABILITIES, IN WHAT TIME FRAME SHOULD THEY BE DEPLOYED?**

**ISSUE 11c: WHAT ARE THE COSTS INCURRED, AND HOW SHOULD THESE COSTS BE RECOVERED?**

AT&T'S POSITION: a) Yes, GTEFL is required under the Act to provide AT&T and MCI access to its Directory Assistance Database. Under the Act and the FCC Order, Directory Assistance databases are considered to be network elements, and it is technically feasible to unbundle this element. Both the Act and the Order identify access to directory assistance databases as critical to the provision of local service.

- b) Any processes and procedures needed should be developed and put into place as soon as practicable.
- c) The costs of providing such access should be based on TELRIC studies approved by this Commission and shared by all local service providers who benefit from this access.

AT&T'S WITNESS: CARROLL

**ISSUE 12: HOW SHOULD PIC CHANGES BE MADE FOR AT&T'S AND MCI'S LOCAL CUSTOMERS?**

AT&T'S POSITION: The Act's concept of parity requires GTEFL, as the incumbent local exchange carrier to contact AT&T to effectuate a PIC request. AT&T is therefore entitled to be the contact point for PIC change requests by AT&T local customers. AT&T also has requested that GTEFL reject any PIC change request from another local carrier and notify the carrier to submit the request to AT&T. This practice complies with the standards adopted by the National Order and Billing forum Committee, which has developed industry standards on billing and ordering.

AT&T'S WITNESS: CARROLL

**ISSUE 13a: ELEMENTS, CAPABILITIES, OR FUNCTIONS? IF SO, IS IT TECHNICALLY FEASIBLE TO PROVIDE AT&T AND MCI WITH THESE ELEMENTS?**

**Network Interface Device  
Local Distribution  
Local Switching  
Operator Systems  
Dedicated Transport  
Common Transport  
Tandem Switching  
Signaling Link Transport  
Signal Transfer Points  
Service Control Points/Databases**

**Loop Concentrator/Multiplexer  
Loop Feeder  
DA Service  
911 Service  
AIN Capabilities  
Operations Support Systems**

**ISSUE 13b: WHAT SHOULD BE THE PRICE OF EACH OF THE ITEMS  
CONSIDERED TO BE NETWORK ELEMENTS, CAPABILITIES, OR  
FUNCTIONS?**

- AT&T'S POSITION:
- a) GTEFL has a statutory obligation under the Act to offer network elements to new market entrants on an unbundled basis and at rates, terms and conditions that are just, reasonable, and non-discriminatory. All items listed above are network elements, and all items are technically feasible to provide.
  - b) In accordance with the Act, pricing for unbundled network elements must be cost based and established without reference to a rate-of-return or other rate-based proceeding. Total Services, or Total Element Long Run Incremental Costs provide the method for establishing such statutorily required cost-based rates. GTEFL has not provided AT&T with detailed cost studies with which to develop appropriate prices for unbundled network elements in the absence of detailed TSLRIC or TELRIC cost studies, rates were determined using the Hatfield Model where appropriate data were available.. For operator systems and other similar elements, interim prices should reflect any appropriate FCC default prices.

AT&T'S WITNESS: CRAFTON

**ISSUE 14: SHOULD GTEFL BE PROHIBITED FROM PLACING ANY LIMITATIONS ON AT&T'S AND MCI'S ABILITY TO COMBINE UNBUNDLED NETWORK ELEMENTS WITH ONE ANOTHER OR WITH RESOLD SERVICES, OR WITH AT&T'S, MCI'S OR A THIRD PARTY'S FACILITIES, OR PROVIDE TELECOMMUNICATIONS SERVICES TO CONSUMERS IN ANY MANNER AT&T OR MCI CHOOSES?**

**AT&T'S POSITION:** Yes. AT&T has a statutory right under the Act to combine unbundled network elements in any manner, and at any location which is technically feasible, in order to provide its customers with telecommunications services. GTEFL may not limit or restrict AT&T's ability to combine, use, or resell unbundled network elements.

**AT&T'S WITNESS:** CRAFTON

**ISSUE 15a: SHOULD GTEFL BE REQUIRED TO PROVIDE AT&T AND MCI WITH ACCESS TO GTEFL'S UNUSED TRANSMISSION MEDIA?**

**ISSUE 15b: WHAT ARE THE COSTS INCURRED AND HOW SHOULD THOSE COSTS BE RECOVERED?**

**AT&T'S POSITION:** a) Yes. AT&T believes that unused transmission media is a network element per the FCC definition of network elements. It is technically feasible to unbundle transmission media, and it should be unbundled as it is not proprietary and its lack of availability would introduce unnecessary additional costs to new entrant. The provision of unused transmission media will allow AT&T to add efficiently to its own transmission capabilities. GTEFL should be required to offer all Unused Transmission Media to AT&T under a lease agreement.

GTEFL should also not preclude or delay allocation of any unused transmission media to AT&T or other ALECs because of GTEFL's own potential needs. GTEFL should not be permitted to first satisfy all of its existing and spare capacity needs before allowing others to lease the unused transmission media.

- b) The prices for such Unused Transmission Media should be priced as a separate element based on the TSLRIC or TELRIC of providing the facility.

AT&T'S WITNESS: CRAFTON

**ISSUE 16: AT WHAT POINTS SHOULD AT&T AND MCI BE PERMITTED TO INTERCONNECT WITH GTEFL:**

AT&T'S POSITION: The Act requires that GTEFL must provide interconnection at any requested, technically feasible point.

AT&T'S WITNESS: CRAFTON

**ISSUE 17a: WHAT ACCESS SHOULD BE PROVIDED BY GTEFL FOR ITS POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY?**

**ISSUE 17b: WHAT ARE THE COSTS INCURRED AND HOW SHOULD THE COSTS BE RECOVERED?**

- AT&T'S POSITION:
- a) The Act imposes a specific duty on the owners and holders of poles, conduits, and rights-of-way who are "utilities" to provide non-discriminatory access to competing telecommunications carriers. "Non-discriminatory access" means that the ILEC must take reasonable steps to ensure that ALECs have access to and ability to use the poles, conduits, and rights-of-way on the same terms and conditions as the ILEC. GTEFL is obligated under the requirements of the Act to provide AT&T equal and non-discriminatory access to pole space, ducts, conduit, and rights-or-way on terms and conditions equal to that provided by GTEFL to itself or to any other LEC. Further, GTEFL should not preclude or delay allocation of these facilities to AT&T because of the potential needs of itself or other LECs. GTEFL should not be permitted to first satisfy all of its existing and spare capacity needs before allowing others to share the pathways.
  - b) When there is insufficient space to accommodate an AT&T-requested attachment or occupancy, and when GTEFL incurs costs to add additional space, AT&T

will reimburse GTEFL for its proportionate share of the actual costs incurred. These costs must be based on the TELRIC of providing the items. Consistent with the Act and the FCC's implementing regulations, AT&T will pay an Attachment Fee for each GTEFL facility upon which AT&T obtains authorization to place an Attachment. The FCC has outlined a general methodology for determining an Attachment Fee.

AT&T'S WITNESS: CRAFTON

**ISSUE 18: DOES THE TERM "RIGHTS-OF-WAY" IN SECTION 224 OF THE ACT INCLUDE ALL POSSIBLE PATHWAYS FOR COMMUNICATING WITH THE END-USER?**

AT&T'S POSITION: Neither the Act nor the current FCC rules define the terms "poles, ducts, conduits, and rights-of-way," however, AT&T believes that these terms are of general applicability and include all possible pathways to the customer which the ILEC controls, in whatever physical form. The breadth of this definition reflects the fact that unless the ALEC's have access to all pathways needed to service their customers, in whatever physical form those pathways take, the ILEC can effectively shut off access to particular customers.

The structure of the Act supports this position. Congress intended that the entire ILEC network be made available on a desegregated basis to ALECs seeking to become facilities-based competitors.

**ISSUE 19: SHOULD GTEFL BE REQUIRED TO PROVIDE INTERIM NUMBER PORTABILITY SOLUTIONS INCLUDING REMOTE CALL FORWARDING, FLEX-DIRECT INWARD CALLING, ROUTE INDEX PORTABILITY HUB, AND LOCAL EXCHANGE ROUTE GUIDE REASSIGNMENT?**

AT&T'S POSITION: Yes. Until the Local Number Portability (LNP) database is implemented, local number portability must be done in the local switch. GTEFL should be required to support the following types of interim number portability:

- . Remote Call Forwarding (RCF)
- . Flex-Direct Inward Dialing (DID)
- . Directory Number-Route Index (DN-RI)
- . Local Exchange Routing Guide (LERG)  
Reassignment

AT&T'S WITNESS: CRAFTON

**ISSUE 20: WHAT SHOULD BE THE COST RECOVERY MECHANISM TO PROVIDE INTERIM LOCAL NUMBER PORTABILITY IN LIGHT OF THE FCC'S RECENT ORDER?**

AT&T'S POSITION: The Commission should adopt a mechanism which requires each carrier to pay for its own costs of providing interim local number portability. In other words, the service should be provided as requested (of either the incumbent or the new entrant) at no charge.

**ISSUE 21a: SHOULD GTEFL BE PROHIBITED FROM PLACING ANY LIMITATIONS ON INTERCONNECTION BETWEEN TWO CARRIERS COLLOCATED ON GTEFL'S PREMISES, OR ON THE TYPES OF EQUIPMENT THAT CAN BE COLLOCATED, OR ON THE TYPES OF EQUIPMENT THAT CAN BE COLLOCATED, OR ON THE TYPES OF USES AND AVAILABILITY OF THE COLLOCATED SPACE?**

**ISSUE 21b: WHAT ARE THE COSTS INCURRED, AND HOW SHOULD THOSE COSTS BE RECOVERED?**

- AT&T'S POSITION:
- a) In accordance with the non-discriminatory provisions in the Act, GTEFL should not be permitted to place restrictions on the availability of collocated space, on the type of equipment that is allowed in collocated space or to restrict or limit the use of collocated space used for the provisioning of telecommunications services. Further, GTEFL should not be permitted to limit the efficient interconnection between AT&T and other ALEC's within the Central Office.
  - b) Costs associated with providing space and maintenance should be priced distinctly from other elements at TSLRIC or TELRIC.

AT&T'S WITNESS: CRAFTON

**ISSUE 22: WHAT SHOULD BE THE COMPENSATION MECHANISM FOR THE EXCHANGE OF LOCAL TRAFFIC BETWEEN AT&T OR MCI AND GTEFL?**

AT&T'S POSITION: The Commission should order that interconnection be priced at TELRIC and that GTEFL be ordered to develop RELIC studies as promptly as possible. Until such studies are completed, the Commission should require a bill and keep arrangement for interconnection.

**ISSUE 23: THIS ISSUE HAS BEEN DELETED.**

**ISSUE 24: WHAT SHOULD BE THE TERM OF THE AGREEMENT?**

AT&T'S POSITION: AT&T's position is that the term of an interconnection agreement must be at least five years. AT&T believes that the longer term is essential to allow a firm foundation of competition prior to allowing GTEFL the ability to reassert its market dominance and renegotiate an agreement. In addition, AT&T requires at least a five year term in order to make realistic market plans and to provide continuous support to its customers.

AT&T'S WITNESS: SHURTER

**ISSUE 25: CAN THE AGREEMENT BE MODIFIED BY SUBSEQUENT TARIFF FILINGS?**

AT&T'S POSITION: AT&T's position is that GTEFL should not be permitted to modify the Agreement or to override the Agreement with subsequent tariff filings. AT&T's proposed interconnection agreement includes language that would permit the parties to further negotiate resolution of new or open issues as necessary.

**ISSUE SPECIFIC TO AT&T AND GTEFL:**

**ISSUE 26: THIS ISSUE HAS BEEN DELETED.**

**ISSUE SPECIFIC TO MCI AND GTEFL:**

**ISSUE 27a: WHEN MCI RESELLS GTEFL'S SERVICES, IS IT TECHNICALLY FEASIBLE OR OTHERWISE APPROPRIATE FOR GTEFL TO BRAND OPERATOR SERVICES AND DIRECTORY SERVICES CALLS THAT ARE INITIATED FROM THOSE RESOLD SERVICES?**

AT&T POSITION:

**ISSUE 27b: WHEN GTEFL'S EMPLOYEES OR AGENTS INTERACT WITH MCI'S CUSTOMERS WITH RESPECT TO A SERVICE PROVIDED BY GTEFL ON BEHALF OF MCI, WHAT TYPE OF BRANDING REQUIREMENTS ARE TECHNICALLY FEASIBLE OR OTHERWISE APPROPRIATE?**

AT&T POSITION:

**ISSUE 28: SHOULD GTEFL BE REQUIRED TO PROVIDE NOTICE TO ITS WHOLESALE CUSTOMERS OF CHANGES TO GTEFL'S SERVICES? IF SO, IN WHAT MANNER AND IN WHAT TIMEFRAME?**

AT&T POSITION: GTEFL should be required to provide notice in advance of its general public notice of changes to services.

**ISSUE 29: IN WHAT TIME FRAME SHOULD GTEFL PROVIDE CABS-LIKE BILLING FOR SERVICES AND ELEMENTS PURCHASED BY MCI?**

AT&T POSITION:

**ISSUE 30: WHAT INTRASTATE ACCESS CHARGES, IF ANY, SHOULD BE COLLECTED ON A TRANSITIONAL BASIS FROM CARRIERS WHO PURCHASE GTEFL'S UNBUNDLED LOCAL SWITCHING ELEMENT? HOW LONG SHOULD ANY TRANSITIONAL PERIOD LAST?**

AT&T'S POSITION: When a carrier purchases unbundled network elements at TELRIC rates, that carrier should be permitted to route any type of traffic using those elements (including access). Therefore, TELRIC rates would take the place of access charges in the traditional sense. However, the FCC has ordered that until June 30, 1997, in addition to the

unbundled network element rate for local switching, carriers should pay 100% of the CCLC and 75% of the interconnection charge (RIC).

**ISSUE 31: WHAT ARE THE APPROPRIATE RATES, TERMS AND CONDITIONS FOR ACCESS TO CODE ASSIGNMENTS AND OTHER NUMBERING RESOURCES?**

AT&T POSITION: