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October 23, 1996

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

Re: Docket No. 960847-TP;
Petition by AT&T Communications of the Southern
States, Inc. for arbitration against GTE
Florida Incorporated under the
Telecommunications Act of 1996.

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket
are an original and fifteen (15) copies of AT&T's Late-
Filed Exhibit 46.

Very truly yours.

Tracy Hatch

Enclosures

cc: All Parties of Record

Exh. fld w/ transcript exhibits

- ACK
- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG 2
- LIN Orig + 5
- OPC
- RCH
- SEC 1
- WAS
- OTH

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11319 OCT 23 96
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AFFIDAVIT

1. My name is Bonnie J. Watson and I am the AT&T attorney responsible for preparing and negotiating the Interconnection, Services and Network Elements Agreement ("Agreement") with GTE. The negotiations between AT&T and GTE have been conducted at the national level.
2. On October 15, Don McLeod of GTE submitted a revised model contract to the Florida Public Service Commission. I have reviewed this contract. The GTE contract has not been agreed with AT&T nor approved by any responsible arbitration authority. Further, the GTE contract as a whole does not comply with the requirements of the Telecommunications Act and related FCC Orders and Rules.
3. At the hearings held from October 14-16, 1996, the Florida Public Service Commission granted AT&T's request to respond to the red-lined changes to the contract submitted by Mr. McLeod. Attached is a detailed outline of AT&T's objections to the revisions submitted by GTE.

Bonnie J. Watson

 Bonnie J. Watson
 Commercial Attorney
 AT&T Law Department, Headquarters

STATE OF NEW JERSEY)
)ss
 COUNTY OF SOMERSET)

CERTIFIED AND SWORN to before me this twenty-first day of October, 1996.

Witness my hand and official seal.

Joan T. Callahan

 JOAN T. CALLAHAN Notary Public OF NEW JERSEY

My commission expires: July 21, 2001.

DOCUMENT NUMBER-DATE

11319 OCT 23 96

FPSC-RECORDS/REPORTING

GTE PROPOSED CONTRACT (OCTOBER 15 RED-LINED VERSION)

ARTICLE II -- Definitions

"Central Office Switch" is defined narrowly to include only those switches which are in use, to the exclusion of switches that may be available for use.

ARTICLE IV -- Interconnection

- 2.2 GTE has added a new sentence in 2.2 to the effect that any traffic that has been routed over a "jurisdictionally inappropriate trunk group" would be subject to a further billing adjustment. GTE does not define the word "inappropriate", however, AT&T believes that GTE should not be permitted to dictate AT&T's trunking arrangements nor should GTE be able to perpetuate network inefficiencies and create additional costs for the competing LECs. Further, if the rerouting is done due to an error by GTE, GTE would penalize AT&T with a billing adjustment which AT&T would not be able to recover from its customers.
- 3.4 GTE states that it will provide tandem switching services but in 3.4.3. it refers to three other parts of its contract (on AIN, OS/DA and PSAPS) and those parts refer to separate, *undisclosed terms and conditions and prices* which AT&T must agree to before GTE will provide this part of its switch. Further, the services provided under this section should include access to available number portability databases.
- 4.1.1 GTE requires that the "appropriate" interface media be used to support the type of interconnection required. A neutral party should determine what is "appropriate".
- 9 GTE's definition of SS7 services **excludes** AIN. *Interconnection Order* ¶ 483 requires that an Incumbent LEC provide nondiscriminatory access to its SS7 network, either by providing an unbundled signaling link from the GTE's STP to the AT&T switch or by permitting AT&T to bring an unbundled signaling link from its switch to GTE's STP.

ARTICLE VI -- Unbundled Elements

4.8.1-

4.8.2 GTE agrees to provide sub-loop elements but only when AT&T pays the

unspecified costs of separate provision of the elements.

GTE states that it will construct access facilities as required by the *Interconnection Order* / ¶ 386, but under the terms and prices set forth in GTE's tariffs unless otherwise agreed.

Act § 252 (d) (1) specifies that charges for elements shall be based upon (actual) costs and Act § 251 (c) (3) specifies that the terms and conditions of providing these elements must be reasonable and nondiscriminatory.

- 4.8.3 GTE imposes charges based upon its tariffs for transport of services not supported by "embedded technologies."

The FCC requires Incumbent LECs to modify their facilities to enable requesting carriers to provide services not currently provided by the ILEC. The charge for such modification must be at (actual) cost. *Interconnection Order* / ¶ 383.

- 5.7 GTE offers only the "port."

The *Interconnection Order* / at ¶ 412 requires Incumbent LECs to provide the full switching platform, including the line-side and trunk-side facilities and the features, functions and capabilities of these facilities.

ARTICLE VII -- Additional Services

- 3.1 GTE states that AT&T must install at least two dedicated trunks to its 911 tandem offices, without specifying the technical reason for this requirement. This will create additional unnecessary expenses for AT&T.
- 5 GTE states that Directory Assistance and Operator Services are to be provided under the terms of a separate agreement to be negotiated by the parties, but no proposed agreement has been submitted to AT&T. GTE has not provided for the unbranding of these services, as agreed in negotiations, and appears to require GTE branding.

ARTICLE IX -- Collocation

- 1 GTE provides physical collocation, but does not recognize that GTE bears the burden of proving that physical collocation is not possible, *Interconnection Order* / ¶ 550. GTE does not provide a definition of its premises. This definition should include its Central Offices, serving wire centers, tandem offices, and all buildings or structures owned or leased

by GTE that house its facilities, including structures that house GTE network facilities on public rights-of-way. *Interconnection Order I* ¶ 573.

- 1.1.1 GTE retains the right to reserve space for its five year planning horizon, in clear violation of Act § 251 (c) (6) which states that Incumbent LECs must provide space on terms that are just, reasonable and non-discriminatory. The FCC states: "We believe that Incumbent LECs have the incentive and the capability to impede competitive entry by minimizing the amount of space that is available to competitors." *Interconnection Order I* at ¶ 585. The FCC permits "reasonable" restrictions on the warehousing of space, but the burden is on the Incumbent LEC to prove the necessity of such restrictions. *Interconnection Order I* at ¶ 586.
- 1.1.2 GTE says that it will only notify AT&T of plans to build if there will be an increase in "available space". The FCC requires Incumbent LECs to take collocator demand into account when renovating existing facilities and constructing or leasing new facilities. *Interconnection Order I* at ¶ 585.
- 1.1.3 GTE intends to offer collocation under the terms of existing tariffs which do not take the Act, the FCC Order or Rules into account.
- 1.2 GTE offers facilities for cross-connection to unbundled loops and ports as required by *Interconnection Order I*, however, the FCC further states that charges for these facilities must meet the cost-based standards of Act § 252 (d) (1) and that the terms must be reasonable and non-discriminatory. Act § 252 (c) (3). GTE offers these only under existing tariffs.
- 1.3 GTE places unwarranted restrictions on AT&T's ability to connect to other collocated carriers, such as "subject to technical feasibility" and provided the carriers "primary" purpose is to interconnect with GTE. *Interconnection Order I* ¶ 594.
- 1.4 GTE again refers to existing tariffs rather than providing the applicable terms in this interconnection contract. *Interconnection Order I* ¶ 598.
- 1.5 GTE provides that monitoring will be permitted but again, under separate terms, conditions, and, of course, separate prices.
- 1.9 GTE only undertakes to *notify* AT&T of plans to construct additional space. The FCC requires GTE to *modify* its facilities to accommodate certain aspects of collocation. *Interconnection Order I* ¶ 198.

ARTICLE X -- Access to Poles, Ducts, Conduits, and Rights of Way

This Article is an attempt to make GTE's and AT&T's obligations to provide access to poles, ducts, conduits, and rights of way reciprocal. However, by its terms AT&T is required to provide GTE access "to the extent required by the Act" which does not require Competitive LECs to provide such access to Incumbent LECs such as GTE. See Section 224(f)(1) and Section 224(a)(5) of the Act which states that the duty is owed only to "telecommunications carriers," which does not include incumbent LECs; *Interconnection Order I*, ¶¶ 1119, 1123 n.2734, 1231. This Article refers to the terms of Appendices I and J.

APPENDIX I - Pole Attachment Agreement

4 GTE attempts to limit access to "designated" spaces on "specified" GTE poles. GTE must give AT&T the same access as it gives to itself. The FCC has specified that GTE may not favor itself over other parties. *Interconnection Order I* ¶ 1157.

GTE further specifies that it is not required to construct new or modify existing facilities. The FCC requires GTE to expand capacity to accommodate requests for access by carriers under the principle of non-discrimination, Act § 224 (f) (1). In addition to access to physical utility facilities, GTE must provide access to rights-of-way held by it, *Interconnection Order I* ¶ 1162.

6.5 GTE prohibits the placement of power equipment on its poles.

9 GTE may *unilaterally* prescribe additional terms and conditions for AT&T's pole attachments. In addition, GTE requires AT&T to comply with specifications which are in Exhibits which have not been provided with this contract.

11 The pricing provisions should be subject to modification based upon future FCC Orders.

13 GTE list several fines and penalties which must be paid in case of an "unauthorized" attachment, none of which bear any relationship to actual costs which may be incurred by GTE for removing the attachment.

14.2 The costs of inspections which also benefit GTE, for example when they are also inspecting their own facilities, should be borne proportionally.

17-18 Similar to the onerous default and indemnity provisions in the General

Terms and Conditions (Article III). These sections should be struck and reference should be made to any agreed general terms and conditions.

20 GTE claims a "right to first access" in the event of an emergency restoration. The FCC has specified that GTE may not favor itself over other parties. *Interconnection Order I* ¶ 1157.

24-33 These sections contain terms which are duplicative of the General Terms and Conditions (Article III) and should be deleted.

APPENDIX J - Conduit Occupancy Agreement

This is a copy of Appendix J, with the term "pole attachment" replaced by "conduit occupancy". The same concerns expressed above for Appendix I apply here.

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 23^d day of October, 1996:

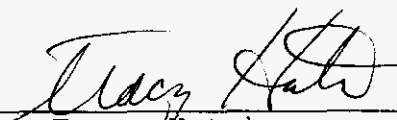
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