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October 2, 1998

RECORDS & REPORTING
OCT-2 PM 4:13

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Special Project No. 980000B-SP
Access by Telecommunications Companies
To Customers in Multi-Tenant Environments

Dear Ms. Bayo:

Enclosed for filing in the above-referenced special project is the original and fifteen (15) copies of the Final Comments on the Position of Issues of Sprint-Florida, Inc. and Sprint Communications Company Limited Partnership. A diskette with this document in Microsoft Word 97 format is also enclosed with this letter.

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

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Thank you for your assistance in this matter.

Sincerely,


J. Jeffrey Wahlen

Enclosure

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
10864-001-2
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Access by Telecommunications
 Companies to Customers in Multi-Tenant
 Environments

) DOCKET NO. 980000B-SP
) FILED: October 2, 1998
)
)

SPRINT'S FINAL COMMENTS

Sprint-Florida, Inc. and Sprint Communications Company Limited Partnership ("Sprint"), submit the following Final Comments on the issues being discussed in this proceeding.

I

General Comments

Based on the discussions at the second and third workshop and the comments filed by the participants, Sprint offers the following as a concise statement of its positions on the issues in this proceeding. Sprint believes that these points should serve as the foundation for the policy recommendations in the Commission's report to the Legislature.

1. Tenants in multi-tenant environments ("MTE") should have direct access to their telecommunications carrier of choice.

2. Ensuring telecommunications carriers' nondiscriminatory and technology-neutral direct access to tenants in MTEs is important to the achievement of effective telecommunications competition in Florida.

3. In light of the recent changes to Florida's Administrative Procedures Act, and in an abundance of caution, the FPSC should recommend statutory changes to ensure that the Commission has jurisdiction to require direct access to tenants in MTEs.

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FPSC-RECORDS/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

Discussion on Other Points

In addition to the foregoing basic points, Sprint offers the following observations on the issues identified in this proceeding.

A. Demarcation Point

Clearly, this is one of the most contentious issues in this project. Definition of the demarcation point is critical, because that point marks the end of a telecommunications carrier's ownership and maintenance responsibilities and the beginning of the building owner's ownership and maintenance responsibilities. The farther the demarc point is located from the customer, the more responsibility building owners will have for the provision of telecommunications services at an MTE. If the comments of some of the building owners are any indication, landlords and building owners are not particularly interested in or necessarily qualified to be telecommunication providers.

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 in some circumstances, 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.

In so doing, the Commission should ensure that the debate on this issue remains properly focused on what is in the best interest of customers and the development of local competition.

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.

Importantly, this approach to the compensation issue would not necessarily mean that customers would be solely responsible for negotiating access. Rather, just as they are today, telecommunications carriers would still be involved with the building owner and customers regarding the placement of facilities and provision of services. Indeed, in some cases, it might be appropriate for the carrier to effectively act as an "agent" of the customer for purposes of arranging the provision of telecommunications services with the building owner or landlord. Telecommunications carriers and landlords have cooperated for many years to ensure that customers/tenants get the services they need and desire, and Sprint is hopeful that this can continue.

C. Resale

Based on the discussions at the final workshop, there seems to be a consensus that "direct access" is not an issue in a pure resale environment, because there is no need to install

additional facilities at an MTE as a result of resale. Nevertheless, the Commission should recognize that exclusive contracts (i.e., one carrier as the only provider at an MTE) restrict customer choice and should be deemed presumptively anticompetitive, even in a pure resale environment.

D. Dispute Resolution

While there may be constitutional limits on the ability of the Florida Public Service Commission to resolve all disputes between carriers and landlords over reasonable accommodations and compensation, the FPSC should obtain and exercise as much jurisdiction in these areas as constitutionally permissible. To do otherwise would diminish the FPSC's institutional ability to regulate telecommunications carriers and promote local competition, and increase the likelihood of different and conflicting standards across the state. This may be an area where FPSC-supervised mediation or arbitration can play a role.


DATED this 2nd day of October, 1998.

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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 2nd day of October, 1998 to the following:

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