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Please find attached for filing in the captioned docket FDN Communications' Post Hearing Brief and Statement of Issues and Positions.

In accordance with the Commission's e-filing procedures, the following information is provided:

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(b) Docket No. and Title: 040156-TP, Petition for arbitration of amendment to interconnection agreements with certain competitive local exchange carriers and commercial mobile radio service providers in Florida by Verizon Florida Inc.

(c) The party on whose behalf the document is filed: Florida Digital Network, Inc. d/b/a FDN Communications

(d) Number of pages of the document: 15 pages.

(e) Description of each document attached: Post Hearing Brief and Post Hearing Statement of Issues and Positions of Florida Digital Network, Inc. d/b/a FDN Communications.

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ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of)
Amendment Interconnection Agree-)
ments with Certain Competitive)
Local Exchange Carriers and)
Commercial Mobile Radio Service)
Providers in Florida by Verizon)
Florida, Inc.)
_____)

Filed: June 13, 2005

Docket No.: 040156-TP

POST-HEARING BRIEF AND POST-HEARING STATEMENT OF ISSUES AND
POSITIONS OF FLORIDA DIGITAL NETWORK, INC.
d/b/a FDN COMMUNICATIONS

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INTRODUCTION AND SUMMARY OF ARGUMENT

Florida Digital Network, Inc., d/b/a FDN Communications (“FDN”) maintains that the changes in law brought about by the TRO and TRRO should be reflected in interconnection agreements or amendments consistent with the proposals of the Competitive Carrier Group, ATT and MCI. For instance, the Commission should not permit Verizon, or any carrier, to be the sole arbiter of matters involving the interpretation or implementation the FCC’s or this Commission’s rules and orders. Significant and genuine changes in law should be negotiated by the parties and incorporated into an interconnection agreement or amendment, filed with and approved by the Commission. Verizon’s proposal to change the change of law language in its interconnection agreements is without basis. Further, where neither spare copper nor UDLC are available, Verizon’s proposal to provision service by constructing new loops and charging CLECs for construction costs is at odds with the TRO and sound regulatory policy.

FDN STATEMENT OF ISSUES AND POSITIONS

For nearly all of the issues in this proceeding, FDN adopts the position of other CLEC carriers. Where FDN identifies below that it is adopting the position of another CLEC carrier, FDN also adopts by reference the post-hearing briefing/analysis of that carrier.

- 1. Should the Amendment include rates, terms, and conditions that do not arise from federal unbundling regulations pursuant to 47 U.S.C. sections 251 and 252, including issues asserted to arise under state law or the Bell Atlantic/GTE Merger Conditions?**

This issue has been withdrawn by stipulation of the parties.

2. **What rates, terms, and conditions regarding implementing changes in unbundling obligations or changes of law should be included in the Amendment to the parties' interconnection agreements?**

FDN: *Agree with Competitive Carrier Group.*

3. **What obligations under federal law, if any, with respect to unbundled access to local circuit switching, including mass market and enterprise switching (including Four-Line Carve-Out switching), and tandem switching, should be included in the Amendment to the parties' interconnection agreements?**

FDN: *Agree with Competitive Carrier Group.*

4. **What obligations under federal law, if any, with respect to unbundled access to DS1 loops, unbundled DS3 loops, and unbundled dark fiber loops should be included in the Amendment to the parties' interconnection agreements?**

FDN: *Agree with Competitive Carrier Group.*

5. **What obligations under federal law, if any, with respect to unbundled access to dedicated transport, including dark fiber transport, should be included in the Amendment to the parties' interconnection agreements?**

FDN: *Agree with Competitive Carrier Group.*

6. **Under what conditions, if any, is Verizon permitted to re-price existing arrangements which are no longer subject to unbundling under federal law?**

FDN: *Agree with Competitive Carrier Group.*

7. **Should Verizon be permitted to provide notice of discontinuance in advance of the effective date of removal of unbundling requirements?**

FDN: *Agree with Competitive Carrier Group.*

- 8. Should Verizon be permitted to assess non-recurring charges for the disconnection of a UNE arrangement or the reconnection of service under an alternative arrangement? If so, what charges apply?**

FDN: *Agree with Competitive Carrier Group.*

- 9. What terms should be included in the Amendments' Definitions Section and how should those terms be defined?**

FDN: *Agree with Competitive Carrier Group.*

- 10. Should Verizon be required to follow the change of law and/or dispute resolution provisions in existing interconnection agreements if it seeks to discontinue the provisioning of UNEs?**

FDN: *Agree with Competitive Carrier Group.*

- 11. How should any rate increases and new charges established by the FCC in its final unbundling rules or elsewhere be implemented?**

FDN: *Agree with Competitive Carrier Group.*

- 12. Should the interconnection agreements be amended to address changes arising from the TRO with respect to commingling of UNEs with wholesale services, EELs, and other combinations? If so, how?**

FDN: *Agree with Competitive Carrier Group.*

- 13. Should the interconnection agreements be amended to address changes arising from the TRO with respect to conversion of wholesale services to UNEs/UNE combinations? If so, how?**

FDN: *Agree with Competitive Carrier Group.*

- 14. Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:**

- a) **Line splitting;**
- b) **Newly built FTTP loops;**
- c) **Overbuilt FTTP loops;**
- d) **Access to hybrid loops for the provision of broadband services;**
- e) **Access to hybrid loops for the provision of narrowband services;**
- f) **Retirement of copper loops;**
- g) **Line conditioning;**
- h) **Packet switching;**
- i) **Network Interface Devices (NIDs);**
- j) **Line sharing?**

If so how?

FDN: *Agree with Competitive Carrier Group.*

15. What should be the effective date of the Amendment to the parties' agreements?

FDN: *Agree with ATT.*

16. How should CLEC requests to provide narrowband services through unbundled access to a loop where the end user is served via Integrated Digital Loop Carrier (IDLC) be implemented?

FDN: *By spare copper or UDLC where available. If neither is available, the Commission should direct Verizon to provide a solution involving the rearrangement of existing equipment. Verizon's proposal to construct new facilities and bill the entire cost to the CLEC is neither practical nor authorized by the FCC.*

Nowhere does the FCC suggest in the TRO that an incumbent should construct new loop facilities and charge the CLEC the full cost for said construction where IDLC is present and no spare copper or UDLC available. Given the detailed discussion of the incumbents' responsibilities for narrowband unbundling through IDLC in paragraphs 296 -297 and accompanying footnotes of the TRO, the Commission should conclude that had the FCC intended to authorize construction of new loop facilities as a means for unbundling, the FCC could have easily said so. But it did not.

Instead, as ATT witness Nurse aptly stated, special construction of this type is exempted from the incumbents' "routine network modifications" obligations and generally antithetical to unbundling.¹

When a CLEC orders an unbundled loop to serve a retail customer currently being served by Verizon over IDLC, the TRO requires Verizon to provide this service "either through a spare copper facility or through the availability of Universal DLC systems" or, if neither is available, Verizon must provide the requesting CLEC a "technically feasible method of unbundled access." Specifically, the FCC stated,

We recognize that providing unbundled access to hybrid loops served by a particular type of DLC system, e.g., Integrated DLC systems, may require incumbent LECs to implement policies, practices and procedures different from those used to provide access to loops served by Universal DLC systems. . . . [W]e require incumbent LECs to provide requesting carriers access to a transmission path over hybrid loops served by Integrated DLC systems. We recognize that in most cases this will be either through a spare copper facility or through the availability of Universal DLC systems. Nonetheless even if neither of those options is available, incumbent LECs must present requesting carriers a technically feasible method of unbundled access.²

In footnote 855, the FCC went on to identify different methods that incumbents have used and can use to provision loops served through IDLC, specifically citing to Verizon's having "typically use[d] central office terminations and cross-connects" to provide unbundled access to IDLC-fed loops. The quoted language is noteworthy for several reasons. First, the FCC does not find that additional loop construction (with costs passed on to the CLEC) is a viable method for providing unbundled access for IDLC-fed loops. Second, the FCC recognizes that ILECs would be required to implement different policies and procedures for providing access to IDLC-fed loops. Third, the

¹ See Exhibit No. 2, ATT witness Nurse deposition (cross-examination by FDN)

² TRO, ¶ 297 (footnotes omitted).

FCC was under the distinct impression that Verizon had already implemented a method of providing unbundled access for IDLC-fed loops without the need for new loop construction.³

By contrast, Verizon's proposed terms for IDLC hybrid loops fails to provide that Verizon must offer unbundled access to hybrid loops served by IDLC systems by using, among other things the method Verizon indicated to the FCC that Verizon has used or a "hairpin" option as BellSouth does (*i.e.*, configuring a semi-permanent path and disabling certain switching functions).⁴ Instead, Verizon's proposal to construct new facilities is not even discussed in the TRO, and Verizon's panel witnesses complain that Verizon does not have the systems in place necessary to attempt another method, such as hairpinning,⁵ despite the FCC's directive that ILECs would have to implement different policies, practices and procedures to provide unbundled access to IDLC-fed loops.

Verizon knows that if it is permitted to charge CLECs for special construction of new loops above and beyond the standard recurring and nonrecurring loop charges that Verizon may already apply, Verizon could effectively escape its unbundling obligations for IDLC-fed loops, since special construction charges will likely price the CLEC out of the market. Special construction is not unbundling, and, as ATT witness Nurse advocated, the Commission should direct Verizon to provide a solution involving the rearrangement of existing equipment as Verizon told the FCC it would and as BellSouth does on a routine basis.⁶

³ See TR 109

⁴ Tr. 109. Further, in his deposition testimony, ATT witness Nurse noted a number of other options Verizon could explore as alternatives more feasible than the costly and disruptive option of new loop construction. Most were designed to free up spare facilities. See Exhibit No. 2 (cross examination by FDN). For instance, pairs labeled as "defective" could be inspected and cleared as spare facilities, facilities assigned to other customers could be swapped out, and Verizon could add a UDLC shelf.

⁵ See TR. 303

⁶ Tr. 110

17. **Should Verizon be subject to standard provisioning intervals or performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere, in connection with its provision of**
- a) **unbundled loops in response to CLEC requests for access to IDLC-served hybrid loops;**
 - b) **Commingled arrangements;**
 - c) **Conversion of access circuits to UNEs;**
 - d) **Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required;**
 - e) **~~Batch hot cut, large job hot cut, and individual hot cut processes.~~**

FDN: *Agree with Competitive Carrier Group.*

18. **How should sub-loop access be provided under the TRO?**

FDN: *Agree with Competitive Carrier Group.*

19. **Where Verizon collocates local circuit switching equipment (as defined by the FCC's rules) in a CLEC facility/premises, should the transmission path between that equipment and the Verizon serving wire center be treated as unbundled transport? If so, what revisions to the Amendment are needed?**

FDN: *Agree with ATT. *

20. **Are interconnection trunks between a Verizon wire center and a CLEC wire center, interconnection facilities under section 251(c)(2) that must be provided at TELRIC?**

FDN: *Agree with ATT. *

21. What obligations under federal law, if any, with respect to EELs should be included in the Amendment to the parties' interconnection agreements?

a) What information should a CLEC be required to provide to Verizon as certification to satisfy the service eligibility criteria (47 C.F.R. Sec. 51.318) of the TRO in order to (1) convert existing circuits/services to EELs or (2) order new EELs?

FDN: *Agree with ATT. *

b) Conversion of existing circuits/services to EELs:

(1) Should Verizon be prohibited from physically disconnecting, separating or physically altering the existing facilities when a CLEC requests a conversion of existing circuits/services to an EEL unless the CLEC requests such facilities alteration?

FDN: *Agree with ATT.*

(2) In the absence of a CLEC request for conversion of existing access circuits/services to UNE loops and transport combinations, what types of charges, if any, can Verizon impose?

FDN: *Agree with ATT. *

(3) Should EELs ordered by a CLEC prior to October 2, 2003, be required to meet the TRO's service eligibility criteria?

This issue has been withdrawn by stipulation of the parties.

(4) For conversion requests submitted by a CLEC prior to the effective date of the amendment, should CLECs be entitled to EELs/UNE pricing effective as of the date the CLEC submitted the request (but not earlier than October 2, 2003)?

This issue has been withdrawn by stipulation of the parties.

c) What are Verizon's rights to obtain audits of CLEC compliance with the service eligibility criteria in 47 C.F.R. 51.318?

FDN: * Agree with Competitive Carrier Group.*

- 22. How should the Amendment reflect an obligation that Verizon perform routine network modifications necessary to permit access to loops, dedicated transport, or dark fiber transport facilities where Verizon is required to provide unbundled access to those facilities under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?**

FDN: * Agree with Competitive Carrier Group.*

- 23. Should the parties retain their pre-Amendment rights arising under the Agreement, tariffs, and SGATs?**

FDN: * Agree with Competitive Carrier Group.*

- 24. Should the Amendment set forth a process to address the potential effect on the CLECs' customers' services when a UNE is discontinued?**

FDN: * Agree with Competitive Carrier Group.*

- 25. How should the Amendment implement the FCC's service eligibility criteria for combinations and commingled facilities and services that may be required under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?**

FDN: * Agree with Competitive Carrier Group.*

- 26. Should the Commission adopt the new rates specified in Verizon's Pricing Attachment on an interim basis?**

This issue has been withdrawn by stipulation of the parties.

Respectfully submitted this 13th of June, 2005.

_____/s/_____
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