

**BEFORE THE
PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA**

In re:

Petition to establish generic docket to)	
Consider amendments to interconnection)	Docket No. 041269-TP
Agreements resulting from changes in law, by)	
BellSouth Telecommunications, Inc.)	

DIRECT TESTIMONY

OF

JAMES M. MAPLES

**ON BEHALF OF
SPRINT COMMUNICATIONS COMPANY L.P.**

AUGUST 16, 2005

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SECTION I -- INTRODUCTION

1 **Q. Please state your name, title and business address.**

2 A. My name is James M. Maples. I am employed as Regulatory Affairs Manager,
3 for Sprint Corporation. My business address is 6450 Sprint Parkway, Overland
4 Park, KS 66251.

5
6 **Q. Please summarize your educational and professional background.**

7 A. I received a Bachelor of Science degree from East Texas State University,
8 Commerce, Texas, in December 1973 with majors in mathematics and industrial
9 technology. During that period, beginning in 1968, I was also employed by
10 Sprint/United Telephone Texas as an installer/repairman of residential, simple and
11 complex business systems and as a central office switchman. I completed the
12 company's Management Training program in 1974 and was promoted to the
13 position of Revenue Requirement Analyst later that same year.

14
15 For the next seventeen (17) years I held positions of increasing responsibilities in
16 state, regional and corporate Sprint organizations. During that period, I prepared
17 or was responsible for jurisdictional separation studies, revenue budgets, demand
18 forecasts, access charge rates, and financial reporting to various regulatory
19 agencies.

20
21 From 1991 through 1995, as Manager Cost Allocations at Sprint/United
22 Management Corporation, I developed financial models for alternative regulation,

1 participated in a two year project to develop a system-wide product costing
2 model, developed and trained personnel on revenue budget models, and
3 standardized systems for separations costing through system design, development,
4 testing and implementation.

5
6 In 1995 I accepted the position of Manager-Pricing/Costing Strategy and for 17
7 months coordinated several system-wide teams that were charged with the
8 identification and development of methods, procedures, and system changes
9 required to implement local competitive services. During that period, I
10 coordinated the technical support needed to establish and maintain relationships
11 with competitive local exchange companies (“CLECs”).

12
13 From September 1996 through July 1999 I held the position of manager of
14 Competitive Markets – Local Access with the responsibility for pricing unbundled
15 network elements, supporting negotiations with new competitive carriers, and
16 assisting in implementation issues.

17
18 I began my current position in August, 1999. My responsibilities include the
19 review of legislation, court rulings and FCC and state commission orders
20 affecting telecommunications policy, interpreting the impact to the corporation,
21 developing positions, communicating them throughout the organization, and
22 representing them before regulatory bodies such as the Public Service
23 Commission of the State of Florida (“Commission”).

1 **Q. Mr. Maples are you an attorney?**

2 **A.** I am not an attorney and my review and interpretation of federal and state orders
3 and other applicable rulings is from a layman's perspective for the formulation of
4 policy.

5
6 **Q. Have you testified before any regulatory commissions?**

7 **B.** Yes. I have testified before the Missouri, Florida, Nevada, and California
8 regulatory commissions regarding interconnection and network unbundling
9 issues.

10

11 **Q. On whose behalf are you testifying?**

12 **A.** I am testifying on behalf of Sprint Communications Company L.P (hereafter
13 referred to as "Sprint").

14

15 **Q. What is the purpose of your Direct Testimony?**

16 **A.** The purpose of my Direct Testimony is to address the following issues identified
17 in the Joint Issues Matrix adopted in this docket on July 11, 2005:

18 Issue No. 1 – TRRO/FINAL RULES:

19 What is the appropriate language to implement the FCC's transition plan for (1)
20 switching, (2) high capacity loops and (3) dedicated transport as detailed in the
21 FCC's Triennial Review Remand Order ("TRRO"), issued February 4, 2005?

22 Issue No. 3 – TRRO/FINAL RULES:

23 What is the appropriate language to implement BellSouth's obligation to provide

1 Section 251 unbundled access to high capacity loops and dedicated transport and
2 how should the following terms be defined?

3 (i) Business Line

4 (ii) Fiber-Based Collocator

5 (iv) Route

6 Issue No. 5 - TRRO/FINAL RULES:

7 Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of
8 evaluating impairment?

9 Issue No. 9 – TRRO/FINAL RULES:

10 What rates, terms, and conditions should govern the transition of existing network
11 elements that BellSouth is no longer obligated to provide as Section 251 UNEs to
12 non-section 251 network elements and other services and, (a) what is the proper
13 treatment for such network elements at the end of the transition period; and (b)
14 what is the appropriate transition period, and what are the appropriate rates, terms
15 and conditions during such transition period, for unbundled high capacity loops,
16 high capacity transport, and dark fiber transport between wire centers that do not
17 meet the FCC's non-impairment standards at this time, but that meet such
18 standards in the future?

19 Issue No. 19 – TRO – SUB-LOOP CONCENTRATION:

20 b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to
21 copper facilities only or do they also include access to fiber facilities?

22 c) What are the suitable points of access for sub-loops for multi-unit premises?

23 Issue No. 22 – TRO – GREENFIELD AREAS:

1 b) What is the appropriate language to implement BellSouth's obligation, if any,
2 to offer unbundled access to newly-deployed or 'greenfield' fiber loops,
3 including fiber loops deployed to the minimum point of entry ("MPOE") of a
4 multiple dwelling unit that is predominantly residential, and what, if any,
5 impact does the ownership of the inside wiring from the MPOE to each end
6 user have on this obligation?

7 Issue No. 23 – TRO – HYBRID LOOPS:

8 What is the appropriate ICA language to implement BellSouth's obligation to
9 provide unbundled access to hybrid loops?

10 Issue No. 25 – TRO ROUTINE NETWORK MODIFICATION:

11 What is the appropriate ICA language to implement BellSouth's obligation to
12 provide routine network modifications?

13 Issue No. 27 – TRO – FIBER TO THE HOME:

14 What is the appropriate language, if any, to address access to overbuild
15 deployments of fiber to the home and fiber to the curb facilities?

16
17 **Q. Do you include proposed terms and conditions for an interconnection**
18 **agreement in your testimony?**

19 **A.** My testimony includes "redlined" sections of terms and conditions filed by
20 BellSouth in a similar docket in Georgia (Docket No. 19341-U). Terms proposed
21 by BellSouth that must be stricken are ~~lined through~~, while terms proposed by
22 Sprint that must be added are underlined. This testimony does not include terms
23 and conditions filed by BellSouth that Sprint does not take issue with; however

1 Sprint reserves the right to address further language should BellSouth file terms
2 and conditions in this proceeding different than what was filed in Georgia. Sprint
3 has taken this approach due to the generic nature of this proceeding and the fact
4 that the terms and conditions filed by BellSouth do not exactly match what the
5 parties have been negotiating.
6

7 **Q. Please summarize your Direct Testimony.**

8 **A.** Sprint Corporation has experience operating as both a CLEC and incumbent local
9 exchange carrier (“ILEC”) in the state of Florida and is therefore both providing
10 and receiving access to unbundled network elements (“UNEs”). Sprint’s
11 positions on these issues are balanced, based on reasonable interpretations of FCC
12 rules and orders. This testimony will prove the following:

- 13 • CLECs do not have to complete the transition of local switching to alternate
14 arrangements until March 11, 2006. They should not be required to transition
15 these UNEs prematurely, paying higher rates than necessary.
- 16 • The terms and conditions to be incorporated into the UNE amendment to the
17 interconnection agreement regarding access to high capacity loops and
18 dedicated transport should provide Sprint the opportunity to dispute potential
19 BellSouth claims as to the non-impairment of a wire center via self-
20 certification. Sprint must be notified in writing of any non-impairment claims
21 by BellSouth to ensure Sprint has ample time to complete a thorough analysis
22 of the claim and dispute, as warranted. Any such disagreements that arise
23 regarding the status of a wire center should then be resolved via the dispute

1 resolution procedures included in the interconnection agreement. Sprint
2 should be allowed to continue ordering the affected UNEs during the disputed
3 period at the existing rate and not be required to transition to an alternate
4 service, which Sprint selects, until the dispute is resolved in BellSouth's favor.

- 5 • The agreement should include the definitions of Business Lines, Fiber-Based
6 Collocators and Routes consistent with those adopted by the FCC in its orders.
7 The definition of a Route should also be clarified to include the concept of
8 "reverse collocation". Non BellSouth locations where BellSouth has reverse
9 collocation can be counted as a BellSouth wire center for the purpose of
10 defining routes.
- 11 • HDSL-Compatible Loops are not the same as DS1 Loops for purposes of
12 finding impairment and should not be treated as such. HDSL-Compatible
13 Loops are dry copper pairs devoid of electronics conditioned at a pre-
14 determined level. DS1 Loops are provided over various technologies and
15 include the necessary electronics.
- 16 • As access to high capacity loops and dedicated transport is eliminated in the
17 future due to the changing status of BellSouth wire centers, the transition
18 process should mirror the one adopted by the FCC for the embedded base of
19 UNEs in the TRRO (FCC 04-290, *Unbundled Access to Network Elements,*
20 *Review of the Section 251 Obligations of Incumbent Local Exchange Carriers,*
21 *WC Docket 04-313 and CC Docket 01-338, Order on Remand, released*
22 *February 4, 2005*). There have been no new findings or evidence supporting
23 the adoption of a different procedure.

- 1 ● The current FCC rules for sub-loops for multi-dwelling units include fiber
2 based facilities. The fiber facility exclusions found elsewhere in the FCC
3 rules do not apply. In addition, BellSouth cannot limit the points of access for
4 such facilities to building terminals.

- 5 ● The Fiber to the Home (“FTTH”) and Fiber to the Curb (“FTTC”) unbundling
6 exemptions for ‘greenfield’ and overbuild situations do not apply to fiber
7 facilities serving enterprise customers or predominately business multi-
8 dwelling units.

- 9 ● BellSouth should provide access to hybrid loops for the provision of
10 broadband or narrowband services utilizing the time division multiplexing
11 capabilities of such loops or spare home-run copper loops.

- 12 ● And finally, BellSouth is obligated to provide routine network modifications
13 to CLECs on the same basis that it does so for its own customers. It cannot
14 charge for these modifications if the cost of doing so is included in existing
15 UNE rates. It cannot limit routine network modification only to those events
16 that it “anticipates”.

- 17 ● BellSouth should agree to provide access to UNEs in accordance with the Act
18 (The Telecommunications Act of 1934, as amended) and the orders, rules and
19 regulations promulgated thereunder by the FCC, the Commission or a court of
20 competent jurisdiction. Furthermore, the agreement should include terms and
21 conditions for providing access to operations support systems.

22
23 **SECTION II – UNRESOLVED ISSUE DISCUSSION**

1 **Issue No. 1 – TRRO/FINAL RULES:**

2 **What is the appropriate language to implement the FCC’s transition plan for**
3 **(1) switching, (2) high capacity loops and (3) dedicated transport as detailed**
4 **in the FCC’s Triennial Review Remand Order (“TRRO”), issued February**
5 **4, 2005?**

6
7 **Q. What is Sprint’s position on this issue?**

8 **A. The agreement should contain explicit language consistent with the transition plan**
9 **established by the FCC in the TRRO. Therefore, the terms should accurately**
10 **reflect the rules found at 47 C.F.R. §51.319(a)(4)(iii), §51.319(a)(5)(iii),**
11 **§51.319(a)(6)(ii), §51.319(d)(2)(ii)-(iii), §51.319(e)(2)(ii)(C),**
12 **§51.319(e)(2)(iii)(C) and §51.219(e)(2)(iv)(B). In addition, the FCC provided**
13 **CLECs the ability to challenge an ILEC’s claim as to whether or not a wire center**
14 **meets the impairment criteria established for DS1 and DS3 Loops and DS1, DS3**
15 **and Dark Fiber Dedicated Transport and the agreement should contain provisions**
16 **to that effect.**

17
18 **(1) Switching**

19
20 **Q. What transition mechanisms do the FCC Rules provide for switching?**

21 **A. CLECs have 12 months from the effective date of the TRRO (March 11, 2005) to**
22 **migrate customers that were in service as of that date to alternative arrangements.**
23 **The FCC did not define a detailed process how this would occur, leaving it up to**

1 the parties to resolve. During that period ILECs are allowed to increase the price
2 for each combination of loop, switching, and shared transport ("UNE-P") by
3 \$1.00.
4

5 **Q. What process should the parties use to transition these UNEs?**

6 **A.** The process can vary based on the alternative arrangement that the CLEC selects
7 and the ILEC processes and systems. For example, if the CLEC enters into a
8 commercial arrangement with the ILEC the ILEC may simply be able to change
9 the rates in a billing system. On the other hand if the CLEC selects resale, this
10 may involve different processes and systems, requiring some form of order
11 processing.
12

13 **Q. When should the transition be completed?**

14 **A.** The transition is supposed to be completed 12 months after the effective date of
15 the TRRO, which is March 11, 2006.
16

17 **Q. Does Sprint agree with BellSouth's terms requiring the placement of**
18 **individual orders by October 1, 2005 for transitioning UNEP to alternative**
19 **arrangements other than UNE loop?**

20 **A.** No. BellSouth's proposed terms assume the requirement of placing orders
21 regardless of the alternative arrangement selected by the CLEC. They do not
22 recognize the different volumes of customers that individual CLECs may have
23 that need to be converted. Some may have tens of thousands while others have a

1 few thousand. If BellSouth works each order as it is placed the transition will be
2 completed months before the end date allowed by the FCC, requiring CLECs to
3 pay higher rates than necessary for several months.
4

5 **Q. Does Sprint have a counterproposal?**

6 **A.** Specifically with respect to the conversion to resale or to a commercial
7 arrangement, a definitive timetable could be developed if the parties knew the
8 specific arrangement selected, the number of local switching and UNE-P lines
9 that needed to be transitioned, and BellSouth's capabilities with respect to order
10 processing. For example I will assume that BellSouth has 600,000 UNE-P lines
11 in place in Florida and the conversion process to resale or a commercial
12 arrangement are of equal duration. If BellSouth's systems could process 200,000
13 orders in one month, a viable transition plan would require CLECs to place the
14 last 200,000 orders by February 10, 2006. It makes sense to establish a plan
15 where a certain percent of orders are placed by specific dates. One-third of CLEC
16 demand could be placed by November 1, 2005, one-third by December 1, 2005,
17 and one-third by January 9, 2006. The reasonableness of such a plan could be
18 determined with sufficient facts. If the conversion process length for resale and a
19 commercial arrangement are different the CLEC should be notified in advance
20 and allowed to take this fact into consideration in determining the time frame for
21 submitting orders.
22
23

1 **Q. Does Sprint have specific terms to propose?**

2 **A.** The exact terms depend on specific information which could only be provided by
3 BellSouth; however, the following terms reflect the above proposal.

4 4.2.5 <<customer_short_name>> must submit orders, to disconnect or convert
5 one third (1/3) all of its Embedded Base of Local Switching to other
6 BellSouth services as Conversions pursuant to Section 1.6 above by
7 October-November 1, 2005. <<customer_short_name>> must submit
8 orders, to disconnect or convert the second third of its Embedded Base
9 of Local Switching to other BellSouth services as Conversions pursuant
10 to Section 1.6 above by December 1, 2005. Orders must be submitted
11 for the remaining third to disconnect or convert its Embedded Base of
12 Local Switching to other BellSouth services as Conversions pursuant to
13 Section 1.6 above by January 9, 2006.

14
15 4.2.5.1 If <<customer_short_name>> fails to submit orders to disconnect or
16 convert all of its Embedded Base of Local Switching as specified in
17 Section 4.2.5 above ~~prior to October 1, 2005~~, BellSouth will identify
18 <<customer_short_name>>'s remaining Embedded Base of Local
19 Switching and will disconnect such Local Switching. Those circuits
20 identified and disconnected by BellSouth shall be subject to the
21 applicable disconnect charges as set forth in this Agreement.

22
23 5.4.3.5 <<customer_short_name>> must submit ~~orders, or~~ spreadsheets if

1 converting to UNE Loops through the Bulk Migration process, outlined
2 in Section 2.1.10 above, to either disconnect or convert all of its
3 Embedded Base of UNE-P to other BellSouth services as Conversions
4 pursuant to Section 1.6 above by October 1, 2005. Otherwise,
5 <<customer_short_name>> must submit orders, to disconnect or convert
6 one third (1/3) of its Embedded Base of UNE-P to other BellSouth
7 services as Conversions pursuant to Section 1.6 above by November 1,
8 2005. <<customer_short_name>> must submit orders, to disconnect or
9 convert the second third of its Embedded Base of UNE-P to other
10 BellSouth services as Conversions pursuant to Section 1.6 above by
11 December 1, 2005. Orders must be submitted for the remaining third to
12 disconnect or convert its Embedded Base of UNE-P to other BellSouth
13 services as Conversions pursuant to Section 1.6 above by January 9,
14 2006.

15
16 5.4.3.5.1 If <<customer_short_name>> fails to submit orders or spreadsheets
17 converting all of the Embedded Base of UNE-P as specified in Section
18 5.4.3.5 above ~~prior to October 1, 2005~~, BellSouth will identify
19 <<customer_short_name>>'s remaining Embedded Base of UNE-P and
20 will transition such UNE-P to resold BellSouth telecommunication
21 services, as set forth in Attachment 1. Those circuits identified and
22 transitioned by BellSouth shall be subject to the applicable disconnect
23 charges as set forth in this Agreement and the full nonrecurring charges

1 for installation of such BellSouth services as set forth in BellSouth's
2 tariffs.

3

4 **(2) High Capacity Loops**

5

6 **Q. Did the FCC eliminate CLEC access to high capacity loops?**

7 **A. The FCC eliminated access to high capacity loops (DS1 and DS3) for ILEC wire**
8 **centers that meet specific criteria (47 C.F.R. §51.319(a)(4) and §51.319(a)(5)).**

9 Access to dark fiber loops was eliminated altogether and caps were placed on the
10 number of high capacity loops that CLECs could purchase in wire centers that did
11 not meet the criteria.

12

13 **Q. What transition mechanism did the FCC establish for high capacity loops?**

14 **A. CLECs were given 12 months from the effective date of the TRRO to transition**
15 **any affected DS1 and DS3 loops to alternative arrangements. The FCC provided**
16 **an 18 month transition for all dark fiber loops. During that period ILECs are**
17 **allowed to increase the price of the UNEs that are being transitioned by 15%.**

18

19 **Q. You mention above that the agreement should include terms that allow**
20 **CLECs to challenge an ILEC's claim as to whether or not a specific wire**
21 **center meets the FCC criteria. Why is this important?**

22 **A. Such language is necessary to allow a CLEC to continue ordering the impacted**
23 **UNEs while the parties dispute the status of the wire center. To do otherwise**

1 would place the CLEC in a position where it would be seriously disadvantaged in
2 offering services to its customers. Therefore, the terms and conditions for DS1 and
3 DS3 Loops should be designed to allow Sprint to continue ordering these UNEs
4 from a wire center as it disputes the status with BellSouth. Furthermore, the terms
5 should make clear that the disputed UNEs are not a part of the embedded base and
6 CLECs should not be forced to transition the affected UNEs or pay increased
7 prices until after the dispute has been resolved. When UNEs are transitioned to
8 alternative services Sprint must have the choice of selecting which services it
9 purchases from BellSouth and the agreement's terms and conditions should reflect
10 that concept.

11
12 **Q. What exactly did the FCC state with respect to this dispute process?**

13 **A.** The primary text is found in paragraph 234 of the TRRO:

14 We recognize that our rules governing access to dedicated transport and
15 high-capacity loops evaluate impairment based upon objective and readily
16 obtainable facts, such as the number of business lines or the number of
17 facilities-based competitors in a particular market. We therefore hold that
18 to submit an order to obtain a high-capacity loop or transport UNE, a
19 requesting carrier must undertake a reasonably diligent inquiry and, based
20 on that inquiry, self-certify that, to the best of its knowledge, its request is
21 consistent with the requirements discussed in parts IV, V, and VI above
22 and that it is therefore entitled to unbundled access to the particular
23 network elements sought pursuant to section 251(c)(3). Upon receiving a
24 request for access to a dedicated transport or high-capacity loop UNE that
25 indicates that the UNE meets the relevant factual criteria discussed in

1 sections V and VI above, the incumbent LEC must immediately process
2 the request. To the extent that an incumbent LEC seeks to challenge any
3 such UNEs, it subsequently can raise that issue through the dispute
4 resolution procedures provided for in its interconnection agreements. In
5 other words, the incumbent LEC must provision the UNE and
6 subsequently bring any dispute regarding access to that UNE before a state
7 commission or other appropriate authority.
8

9 The referenced text clearly includes any high capacity loop UNEs. This supports
10 Sprint's position that the terms enabling it to order DS1 and DS3 Loops require
11 only self certification. While the dispute is pending Sprint should be allowed to
12 receive the UNE at current prices.
13

14 **Q. How are such disputes supposed to be resolved?**

15 **A.** As noted in the above quote, the TRRO states that the ILEC can raise the issue
16 through the dispute resolution terms contained in the interconnection agreement,
17 which ultimately gets the issue before a regulatory body, such as this
18 Commission. The Commission would then resolve the matter in an appropriate
19 manner.
20

21 **Q. How should the outcome of the dispute be reflected in the terms of the**
22 **agreement?**

23 **A.** Assuming the CLEC has not been forced to transition any of the impacted UNEs
24 to alternate services or pay higher prices, there would be no real changes, other
25 than the removal of the wire center from the list of non-impaired locations if the

1 CLEC successfully challenges the status of the wire center. If the CLEC loses the
2 dispute, the initial transition end date should apply for UNEs in service on March
3 11, 2005 (the embedded base). Furthermore, any UNEs ordered during the
4 dispute should be immediately converted to another service. Such terms could
5 also be defined in any Commission finding resolving the dispute.
6

7 **Q. Does Sprint have any terms and conditions to recommend?**

8 **A.** Sprint recommends the following modifications to terms proposed by BellSouth
9 regarding the transition of DS1 and DS3 loops. The changes clarify that
10 BellSouth's obligation to provide access to DS1 and DS3 loops during the
11 transition period applies equally to the Embedded Base and Excess DS1 and DS3
12 loops. In addition, the limitation on providing unbundling in the impacted wire
13 centers does not apply to the loops that are being transitioned.

14 2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except
15 as set forth in Section 2.1.4.12 below, BellSouth shall make available
16 DS1 and DS3 Loops as described in this Section 2.1.4 only for
17 <<customer_short_name>>'s Embedded Base and Excess DS1 and DS3
18 Loops during the Transition Period:
19

20 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Sections
21 2.1.4.5.1 and 2.1.4.5.2 below, no future DS1 Loop unbundling will be
22 required in that wire center except as provided for in 2.1.4.
23

1 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections
2 2.1.4.5.1 and 2.1.4.5.2 below, no future DS3 Loop unbundling will be
3 required in that wire center except as provided for in 2.1.4.

4
5 **(3) Dedicated Transport**

6
7 **Q. Did the FCC eliminate CLEC access to dedicated transport?**

8 **A.** The FCC rules eliminate access to DS1, DS3 and Dark Fiber dedicated transport
9 on routes between wire centers that meet certain criteria (47 C.F.R.
10 §51.319(e)(2)(ii)(A), §51.319(e)(2)(iii)(A), §51.319(e)(2)(iv)(A),
11 §51.319(e)(3)(i)-(iii)). Caps were also placed on the number of DS1 and DS3
12 circuits that CLECs could purchase on routes between wire centers where the
13 UNEs were still available.

14
15 **Q. What transition mechanism did the FCC establish for dedicated transport?**

16 **A.** CLECs were given 12 months from the effective date of the TRRO to transition
17 any affected DS1 and DS3 dedicated transport circuits to alternative
18 arrangements. The FCC provided an 18 month transition for all dark fiber
19 dedicated transport. During that period ILECs are allowed to increase the price of
20 the UNEs that are being transitioned by 15%.

21
22 **Q. Can CLECs dispute the status of wire centers for the purpose of determining**
23 **Access to dedicated transport?**

1 A. Yes. The support provided immediately above with respect to high capacity loops
2 also applies to dedicated transport. The process defined in ¶234 of the TRRO
3 specifically mentions transport UNEs.
4

5 **Q. Does Sprint have any terms and conditions to recommend?**

6 A. Sprint recommends the following modifications to terms proposed by BellSouth
7 regarding the transition of DS1, DS3 and dark fiber dedicated transport. The
8 changes clarify that BellSouth's obligation to provide access to DS1, DS3 and
9 dark fiber dedicated transport during the transition period applies equally to the
10 Embedded Base, Entrance Facilities and Excess DS1 and DS3 dedicated
11 transport. In addition, the limitation on providing unbundling on routes between
12 impacted wire centers does not apply to the dedicated transport that is being
13 transitioned.

14 6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth
15 shall make available Dedicated Transport as described in this Section
16 6.2 only for <<customer_short_name>>'s Embedded Base, Embedded
17 Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport
18 during the Transition Period:

19
20 6.2.6.7 Once a wire center exceeds either of the thresholds set forth in Sections
21 6.2.6.1 or 6.2.6.2 above, no future DS1 Dedicated Transport unbundling
22 will be required in that wire center except as provided for in 6.2.
23

1 6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Sections
2 6.2.6.1 or 6.2.6.2 above, no future DS3 Dedicated Transport will be
3 required in that wire center except as provided for in 6.2.

4
5 6.9.1.8 Once a wire center exceeds either of the thresholds set forth in Section
6 6.9.1.4 above, no future Dark Fiber Transport unbundling will be
7 required in that wire center except as provided for in 6.9.

8
9 **Q. Does Sprint have any other recommendations with respect to BellSouth's**
10 **obligation to provide access to UNE dedicated transport?**

11 **A. BellSouth's terms and conditions lack a specific, clear statement that it will**
12 **provide access to DS1, DS3, and dark fiber dedicated transport on all routes**
13 **except those between wire centers that meet the specific criteria. The following**
14 **modification to BellSouth's proposed definition of dedicated transport provides**
15 **the needed clarification.**

16 6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's
17 transmission facilities between wire centers or switches owned by BellSouth, or
18 between wire centers or switches owned by BellSouth and switches owned by
19 <<customer_short_name>>, including but not limited to DS1, DS3 and OCn level
20 services, as well as dark fiber, dedicated to <<customer_short_name>>.

21 BellSouth shall not be required to provide access to OCn level Dedicated
22 Transport under any circumstances pursuant to this Agreement. In addition,
23 except as set forth in Section 6.2 below, BellSouth shall not be required to provide

1 to <<customer_short_name>> unbundled access to interoffice transmission
2 facilities that do not connect a pair of wire centers or switches owned by
3 BellSouth (“Entrance Facilities”). BellSouth shall provide unbundled access to
4 DS1, DS3 and dark fiber Dedicated Transport on all routes except those defined
5 in § 6.2 and § 6.9, subject to the transition contained therein.

6
7 **Issue No. 3 – TRRO/FINAL RULES:**

8 **What is the appropriate language to implement BellSouth’s obligation to**
9 **provide Section 251 unbundled access to high capacity loops and dedicated**
10 **transport and how should the following terms be defined?**

11 **(i) Business Line**

12 **(ii) Fiber-Based Collocator**

13 **(iv)Route**

14
15 **(i) Business Line and (ii) Fiber-Based Collocator**

16
17 **Q. Did the FCC define Business Lines and Fiber-Based Collocator in the**
18 **TRRO?**

19 **A.** The FCC authored the following definitions and included them in 47 C.F.R.
20 §51.5.

21 Business line. A business line is an incumbent LEC-owned switched access line
22 used to serve a business customer, whether by the incumbent LEC itself or by a
23 competitive LEC that leases the line from the incumbent LEC. The number of

1 business lines in a wire center shall equal the sum of all incumbent LEC business
2 switched access lines, plus the sum of all UNE loops connected to that wire
3 center, including UNE loops provisioned in combination with other unbundled
4 elements. Among these requirements, business line tallies (1) shall include only
5 those access lines connecting end-user customers with incumbent LEC end-
6 offices for switched services, (2) shall not include non-switched special access
7 lines, (3) shall account for ISDN and other digital access lines by counting each
8 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64
9 kbps-equivalents, and therefore to 24 "business lines."

10
11 Fiber-based collocator. A fiber-based collocator is any carrier, unaffiliated with
12 the incumbent LEC, that maintains a collocation arrangement in an incumbent
13 LEC wire center, with active electrical power supply, and operates a fiber-optic
14 cable or comparable transmission facility that (1) terminates at a collocation
15 arrangement within the wire center; (2) leaves the incumbent LEC wire center
16 premises; and (3) is owned by a party other than the incumbent LEC or any
17 affiliate of the incumbent LEC, except as set forth in this paragraph. Dark fiber
18 obtained from an incumbent LEC on an indefeasible right of use basis shall be
19 treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-
20 based collocators in a single wire center shall collectively be counted as a single
21 fiber-based collocator. For purposes of this paragraph, the term affiliate is
22 defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

23

1 **Q. Should these definitions be included in the terms of the agreement?**

2 **A.** The definitions should be included given their importance in determining which
3 wire centers meet the FCC criteria and thus, where access to UNEs is eliminated.
4 The parties need a common understanding.

5

6 **Q. What terms should be included in the agreement with respect to these**
7 **definitions?**

8 **A.** The definitions can be incorporated verbatim or via a direct reference. Sprint
9 recommends the following.

10 2.1.4.4 For purposes of this Section 2, a Business Line is as defined in 47 C.F.R.

11 § 51.5. Similarly, a Fiber- based Collocator is as defined in 47 C.F.R.

12 §51.5.

13

14 6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47

15 C.F.R. § 51.5. Similarly, a Fiber- based Collocator is as defined in 47

16 C.F.R. §51.5.

17

18 6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47

19 C.F.R. § 51.5. Similarly, a Fiber- based Collocator is as defined in 47

20 C.F.R. §51.5.

21

22 **(iv) Route**

23

1 **Q. Did the FCC define the meaning of the term “route”?**

2 **A.** The FCC included a definition of a “route” within its definition of the dedicated
3 transport UNE found in 47 C.F.R. §51.319(e), which is shown below. It is a
4 transmission path between ILEC wire centers or switches.

5 51.319 (e) Dedicated transport. An incumbent LEC shall provide a requesting
6 telecommunications carrier with nondiscriminatory access to dedicated transport
7 on an unbundled basis, in accordance with section 251(c)(3) of the Act and this
8 part, as set forth in paragraphs (e) through (e)(4) of this section. A “route” is a
9 transmission path between one of an incumbent LEC’s wire centers or switches
10 and another of the incumbent LEC’s wire centers or switches. A route between
11 two points (*e.g.*, wire center or switch “A” and wire center or switch “Z”) may
12 pass through one or more intermediate wire centers or switches (*e.g.*, wire center
13 or switch “X”). Transmission paths between identical end points (*e.g.*, wire
14 center or switch “A” and wire center or switch “Z”) are the same “route,”
15 irrespective of whether they pass through the same intermediate wire centers or
16 switches, if any.

17

18 **Q. Are there any exceptions to one end of the route having to be an ILEC wire**
19 **center or switch?**

20 **A.** No; however, the FCC includes non-ILEC locations where an ILEC has
21 collocated switching equipment in its definition of what constitutes a wire center.
22 This is called “reverse collocation”. Following are excerpts from the TRRO
23 defining reverse collocation.

1 87. As noted above, the D.C. Circuit criticized the Commission's *Triennial*
2 *Review Order* framework for dedicated transport for failing to provide a
3 meaningful method to identify which routes were similar to other routes, and thus
4 failing to make inferences where possible. We find that the best way to respond
5 to this concern is by categorizing similar end-points, and then making
6 determinations of impairment or non-impairment for the resulting combinations
7 (*i.e.*, routes) connecting different classes of end-points. Specifically, we utilize
8 evidence of actual deployment to define the general characteristics of incumbent
9 LEC wire centers²⁵¹ where we believe there is a lack of impairment – that is,
10 where reasonably efficient competitive LECs are capable of duplicating the
11 incumbent LEC's network. Thus, the proxies we use for this purpose identify
12 where revenue opportunities are or could be sufficient to justify competitive LEC
13 deployment. The tests that we adopt below therefore evaluate impairment
14 through a focus on wire centers, the end-points of routes, in a manner that
15 accounts for both actual and potential competition.

16 ²⁵¹ By "wire center," we mean any incumbent LEC switching office that
17 terminates and aggregates loop facilities. Thus, line counts derived on a wire
18 center basis include all loops that terminate in that location, even if they terminate
19 on separate switches. To the extent that an incumbent LEC switching office
20 exists that has no line-side function, such as an access tandem located in a
21 building apart from line-side switching facilities, we provide for such offices in
22 our analysis, below. This definition also includes any incumbent LEC switches

1 with line-side functionality that terminate loops that are “reverse collocated” in
2 non-incumbent LEC collocation hotels.

3
4 **Q. How should route be defined in the interconnection agreement?**

5 **A.** The definition should follow the FCC definition included in the FCC Rules and
6 incorporate a reference to reverse collocation. The following modified terms
7 taken from BellSouth’s proposed language meet these criteria.

8 6.6 <<customer_short_name>> may obtain a maximum of ten (10) unbundled
9 DS1 Dedicated Transport circuits or twelve (12) unbundled DS3
10 Dedicated Transport circuits, or their equivalent, on each route where the
11 respective Dedicated Transport is available as a Network Element. A
12 route is defined as a transmission path between one of BellSouth’s wire
13 centers or switches and another of BellSouth’s wire centers or switches. A
14 route between two (2) points may pass through one or more intermediate
15 wire centers or switches. Transmission paths between identical end points
16 are the same “route”, irrespective of whether they pass through the same
17 intermediate wire centers or switches, if any. For the purposes of
18 determining routes wire centers include non-BellSouth locations where
19 BellSouth has reverse collocated switches with line side functionality that
20 terminate loops.

21
22 **Issue No. 5 - TRRO/FINAL RULES:**

1 **Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose**
2 **of evaluating impairment?**

3
4 **Q. What is Sprint's position with regard to this issue?**

5 **A.** HDSL-capable copper loops are not the equivalent of DS1 loops for the purpose
6 of evaluating impairment. Sprint should be able to order 2-wire and 4-wire
7 HDSL-Compatible Loops in any wire center, even those that have been deemed to
8 be non-impaired for purposes of unbundling DS1 loops. Sprint should continue to
9 receive access to conditioned copper loops capable of providing high-bit rate
10 digital subscriber line services in BellSouth wire centers that meet the non-
11 impairment criteria for DS1 Loops established by the FCC in the TRRO.
12 BellSouth has indicated that it will stop offering its HDSL-Compatible Loop
13 product in its wire centers that meet the non-impairment criteria for DS1 Loops,
14 but has agreed that Sprint can essentially get access to the same facility by
15 purchasing its Unbundled Copper Loop ("UCL") product and requesting the
16 necessary level of line conditioning. This is a distinction without a difference and
17 only succeeds in complicating the process for CLECs.

18
19 **Q. What is Sprint's recommendation to the Commission on this issue?**

20 **A.** BellSouth's position should be rejected, and the Commission should require
21 BellSouth to continue to unbundle HDSL-Compatible Loops in DS1 non-
22 impaired wire centers. HDSL-Compatible Loops should also be counted as 1 or 2
23 voice grade equivalents (1 for 2-wire and 2 for 4-wire), just as any other copper

1 loop, when evaluating the number of business lines and not as 24 voice grade
2 equivalents.

3
4 **Q. What is HDSL?**

5 **A.** HDSL or High-Bit-Rate Digital Subscriber Line is a technology that can be used
6 to provide symmetrical data communications over 2-wire or 4-wire copper loops
7 at speeds of 1.544 megabits per second (“Mbps”). The ability to use HDSL is
8 limited by the total loop length, the amount of bridged tap, and the presence of
9 any electronic devices such as load coils.

10
11 **Q. What is BellSouth’s HDSL-Compatible Loop product?**

12 **A.** BellSouth defines the HDSL-Compatible Loop as:

13 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that
14 meets Carrier Serving Area (CSA) specifications, may be up to 12,000
15 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop
16 length). It may be a 2-wire or 4-wire circuit and will come standard with a
17 test point, OC, and a DLR.

18
19 It essentially provides a CLEC with a conditioned copper loop to which the CLEC
20 can attach its HDSL electronics. A CLEC need only place a single order to obtain
21 the HDSL-Compatible loop that has specific limits on the length of the loop and
22 amount of bridged tap as well as other features such as a test point.

1 **Q. Could a CLEC use an HDSL-Compatible Loop for services other than**
2 **HDSL?**

3 **A.** Yes, a CLEC could use an HDSL-Compatible Loop if it wanted to ensure higher
4 bandwidth for products such as ADSL (Asymmetrical Digital Subscriber Line).
5 Shorter loop lengths and minimal bridged tap enable greater bandwidth.

6

7 **Q. What is a DS1 Loop?**

8 **A.** A DS1 Loop is a point to point circuit employing industry standards for digital
9 transmission with a capacity of 1.544 Mbps. It can be divided into 24 channels,
10 each with 64 Kbps (kilobits per second) of bandwidth. It can be provided over a
11 variety of facility types and includes the necessary electronic equipment.

12

13 **Q. What is BellSouth's DS1 Loop product?**

14 **A.** BellSouth defines its DS1 Loop product as:

15 2.3.6 4-wire Unbundled DS1 Digital Loop.

16 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry
17 standards for DS1 or Primary Rate ISDN services and will come
18 standard with a test point, OC, and a DLR. A DS1 Loop may be
19 provisioned over a variety of loop transmission technologies including
20 copper, HDSL-based technology or fiber optic transport systems. It will
21 include a 4-wire DS1 Network Interface at the End User's location. For
22 purposes of this Agreement, including the transition of DS1 and DS3
23 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and

1 4-wire copper Loops capable of providing high-bit rate digital subscriber
2 line services, such as 2-wire and 4-wire HDSL Compatible Loops.

3
4 **Q. Can HDSL technology be used to provide DS1 service?**

5 **A.** Yes, however a DS1 Loop is not the same as an HDSL-Compatible Loop.

6
7 **Q. Please explain.**

8 **A.** When a CLEC orders a DS1 Loop BellSouth selects the method of provisioning
9 the service based on the facilities to the end user's location. It also provides all
10 the electronics, including any repeaters or doublers, and standard DS1 interfaces.
11 On the other hand, when a CLEC orders an HDSL-Compatible Loop BellSouth
12 provides a conditioned copper loop and no electronics. The CLEC provides the
13 electronics. Furthermore, the FCC has not made a finding of non-impairment for
14 copper loops or established use restrictions that prevent CLECs from accessing all
15 the features and capabilities of those UNEs.

16
17 **Q. Are copper loops UNEs?**

18 **A.** Yes, ILECs such as BellSouth have an obligation to provide access to unbundled
19 copper loops. The FCC confirmed that CLECs were impaired without access to
20 copper loops in the TRO. This determination has not been the subject of any
21 court challenge or reconsideration and remains in effect.

22
23 **Q. Are ILECs required to condition copper loops so that CLECs can provide**

1 **services such as HDSL over them?**

2 A. Yes they are. The FCC established the following rule (47 C.F.R.

3 §51.319(a)(1)(iii)) in the TRO which explicitly requires ILECs to condition

4 copper loops for CLECs so that they can provide digital subscriber line services,

5 such as HDSL, over them:

6
7 Line conditioning. The incumbent LEC shall condition a copper loop at
8 the request of the carrier seeking access to a copper loop under paragraph
9 (a)(1) of this section, the high frequency portion of a copper loop under
10 paragraph (a)(1)(i) of this section, or a copper subloop under paragraph (b)
11 of this section to ensure that the copper loop or copper subloop is suitable
12 for providing digital subscriber line services, including those provided
13 over the high frequency portion of the copper loop or copper subloop,
14 whether or not the incumbent LEC offers advanced services to the end-
15 user customer on that copper loop or copper subloop. If the incumbent
16 LEC seeks compensation from the requesting telecommunications carrier
17 for line conditioning, the requesting telecommunications carrier has the
18 option of refusing, in whole or in part, to have the line conditioned; and a
19 requesting telecommunications carrier's refusal of some or all aspects of
20 line conditioning will not diminish any right it may have, under
21 paragraphs (a) and (b) of this section, to access the copper loop, the high
22 frequency portion of the copper loop, or the copper subloop.

23

1 **Q. Has the FCC established any restrictions on how CLECs use UNEs, such as**
2 **HDSL-Compatible Loops?**

3 **A.** The FCC has established some use restrictions in section 51.309 of the Code of
4 Federal Regulations (Title 47). For example, CLECs cannot use UNEs for the
5 exclusive provision of interexchange or mobile wireless services. However, there
6 is no rule stating that CLECs cannot use copper loops to provide HDSL service.
7 BellSouth's own general definition of loop included in its proposed terms
8 acknowledges that when a CLEC purchases a loop it has access to all the features,
9 functions, and capabilities of that loop.

10 2.1 General. The local loop Network Element is defined as a transmission
11 facility that BellSouth provides pursuant to this Attachment between a
12 distribution frame (or its equivalent) in BellSouth's central office and the
13 loop demarcation point at an End User premises (Loop). Facilities that do
14 not terminate at a demarcation point at an End User premises, including,
15 by way of example, but not limited to, facilities that terminate to another
16 carrier's switch or premises, a cell site, Mobile Switching Center or base
17 station, do not constitute local Loops. The Loop Network Element
18 includes all features, functions, and capabilities of the transmission
19 facilities, including the network interface device, and attached electronics
20 (except those used for the provision of advanced services, such as Digital
21 Subscriber Line Access Multiplexers (DSLAMs)), optronics and
22 intermediate devices (including repeaters and load coils) used to establish
23 the transmission path to the End User's premises, including inside wire

1 owned or controlled by BellSouth. <<customer_short_name>> shall
2 purchase the entire bandwidth of the Loop and, except as required herein
3 or as otherwise agreed to by the Parties, BellSouth shall not subdivide the
4 frequency of the Loop.

5
6 **Q. What is BellSouth's justification for its position that it can stop offering**
7 **HDSL-Compatible Loops in wire centers that meet the DS1 non-impairment**
8 **threshold established by the FCC?**

9 **A.** It is Sprint's understanding from discussions with BellSouth that its primary
10 reasoning is based on the following definition of DS1 loops included in the FCC
11 rules (47 C.F.R. §51.319(a)(4)):

12 DS1 loops. (i) Subject to the cap described in paragraph (a)(4)(ii), an
13 incumbent LEC shall provide a requesting telecommunications carrier
14 with nondiscriminatory access to a DS1 loop on an unbundled basis to any
15 building not served by a wire center with at least 60,000 business lines and
16 at least four fiber-based collocators. Once a wire center exceeds both of
17 these thresholds, no future DS1 loop unbundling will be required in that
18 wire center. A DS1 loop is a digital local loop having a total digital signal
19 speed of 1.544 megabytes per second. DS1 loops include, but are not
20 limited to, two-wire and four-wire copper loops capable of providing high-
21 bit rate digital subscriber line services, including T1 services.

22 Sprint does not agree that the rule as crafted by the FCC is intended to limit the
23 use of copper loops by CLECs, preventing them from using them for HDSL.

1 Q. Why?

2 A. First, as stated above, there is no rule that states that a CLEC cannot use a copper
3 loop for HDSL service. Second, it is illogical. Why should the FCC single out
4 HDSL service when there are other digital subscriber line services that are either
5 faster or slower that CLECs can provide over copper loops, from Asymmetric
6 Digital Subscriber Line (“ADSL”), Symmetric Digital Subscriber Line (“SDSL”),
7 ISDN Digital Subscriber Line (“IDSL”), to Very-high-bit-rate Digital Subscriber
8 Line (“VDSL”)? And third, Sprint submits that the FCC’s intent was to ensure
9 that ILECs would not refuse to provide DS1 Loops if they used other technologies
10 such as HDSL, not standalone copper loops. In each case where the FCC referred
11 to the use of HDSL technology in this context it was in the provision of DS1
12 loops, which includes both the loop facility and any attached electronics. Note
13 the following from footnote 956 of the TRO:

14

15 DS1 loops will be available to requesting carriers, without limitation,
16 regardless of the technology used to provide such loops, *e.g., two-wire*
17 *and four-wire HDSL* or SHDSL, fiber optics, or radio, used by the
18 incumbent LEC to provision such loops and regardless of the customer for
19 which the requesting carrier will serve unless otherwise specifically
20 indicated. *See supra* Part VI.A.4.a.(v) (discussing FTTH). The unbundling
21 obligation associated with DS1 loops is in no way limited by the rules we
22 adopt today with respect to hybrid loops typically used to serve mass
23 market customers. *See supra* Part VI.A.4.a.(v)(b)(i) (emphasis added).

1 And the following from footnote 634 of the TRO,

2 A DS1 is a 1.544 Mbps first-level signal in the digital transmission
3 hierarchy. In the time division multiplexing hierarchy of the telephone
4 network, DS1 is the initial level of multiplexing. Traditionally, 24 64 kbps
5 DS0 channels have been multiplexed up to the 1.544 Mbps DS1 rate, with
6 each DS0 channel carrying the digital representation of an analog voice
7 channel. *See* TELCORDIA, INC., NOTES ON THE NETWORK,
8 TELCORDIA TECHNOLOGIES SPECIAL REPORT, SR-2275, Issue 4,
9 Oct. 2000, Glossary at 46 (TELCORDIA NOTES ON THE NETWORK).
10 DS1 loops are provided over various transmission media and
11 combinations of transmission media, including but not limited to two-wire
12 and four-wire copper, fiber optics, or radio. DS1 loops may be channelized
13 typically into up to 24 DS0 channels of 56/64 kbps each, or
14 unchannelized, *i.e.*, providing a continuous bit stream for data (such as
15 frame relay, ATM, or Internet access) or other customer applications. We
16 note that throughout the record in this proceeding parties use the terms
17 DS1 and T1 interchangeably when describing a symmetric digital
18 transmission link having a total 1.544 Mbps digital signal speed. *Carriers*
19 *frequently use a form of DSL service, i.e., High-bit rate DSL (HDSL),*
20 *both two-wire and four-wire HDSL, as the means for delivering T1*
21 *services to customers.* We will use DS1 for consistency but note that a
22 DS1 loop and a T1 are equivalent in speed and capacity, both representing
23 the North American standard for a symmetric digital transmission link of

1 1.544 Mbps. See NEWTON'S TELECOM DICTIONARY 242 (18th ed.
2 2002) (definition of DS1); *id.* at 718 (definition of T1); *see also*
3 ENGINEERING AND OPERATIONS IN THE BELL SYSTEM 198-201
4 (R.F. Ray Technical ed., 2d ed. 1983) (channelization process for
5 transmission of telecommunications), 369-73 (technical characteristics of
6 DS1 loops), 386-93 (describing T-carrier hierarchy and necessary
7 equipment); TELCORDIA, INC., NOTES ON THE NETWORK, SR-
8 2275, section 7.7 (Dec. 2000) (describing digital data services provided
9 over local loops) at 7-23 (overview of DS hierarchy) (emphasis added).

10
11 In these comments the FCC is saying that DS1 loops encompass 2-wire and 4-
12 wire copper facilities, including the attached HDSL electronics and ILECs cannot
13 refuse to provide DS1 loops using such technology. BellSouth's HDSL-
14 Compatible Loops do not meet this definition since they are devoid of the HDSL
15 or DS1 electronics. Furthermore, BellSouth indirectly supports Sprint's position
16 by not restricting Sprint's use of other copper loop products.

17
18 **Q. How does BellSouth indirectly support Sprint's position?**

19 **A.** When Sprint first reviewed BellSouth's proposed terms Sprint was concerned that
20 BellSouth was seeking to carve out HDSL, attempting to establish an
21 unreasonable restriction on how CLECs use a conditioned copper loop. In order
22 to do that BellSouth would have to state explicitly that Sprint could not use a
23 conditioned copper loop for those purposes (HDSL) or limit the amount of

1 conditioning that Sprint could request for a copper loop. We therefore asked if
2 Sprint would be prohibited from providing HDSL over an Unbundled Copper
3 Loop with the appropriate line conditioning or Unbundled Loop Modification
4 (“ULM”). The answer was no. So, in BellSouth wire centers that meet the non-
5 impairment criteria for DS1 loops, Sprint cannot order an HDSL-Compatible
6 Loop but it can order a UCL with ULM, and accomplish the same thing.
7 Therefore, all BellSouth is accomplishing is the modification and probable
8 complication of the process that the parties will have to follow in ordering and
9 provisioning the desired UNE. Sprint sees this as a wasted and unnecessary
10 exercise.

11
12 **Q. What terms does Sprint recommend to reflect its position?**

13 **A.** BellSouth’s proposed definition of DS1 loops should be modified as follows:

14 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to
15 industry standards for DS1 or Primary Rate ISDN services and will
16 come standard with a test point, OC, and a DLR. A DS1 Loop may be
17 provisioned over a variety of loop transmission technologies including
18 copper, HDSL-based technology or fiber optic transport systems. It
19 will include a 4-wire DS1 Network Interface at the End User’s
20 location. For purposes of this Agreement, including the transition of
21 DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops
22 include 2-wire and 4-wire copper Loops capable of providing high-bit
23 rate digital subscriber line services when BellSouth provides the

1 associated electronics on those loops such as 2-wire and 4-wire HDSL
2 Compatible Loops.

3 **Issue No. 9 – TRRO/FINAL RULES:**

4 **What rates, terms, and conditions should govern the transition of existing**
5 **network elements that BellSouth is no longer obligated to provide as Section**
6 **251 UNEs to non-section 251 network elements and other services and (a)**
7 **what is the proper treatment for such network elements at the end of the**
8 **transition period; and (b) what is the appropriate transition period, and**
9 **what are the appropriate rates, terms and conditions during such transition**
10 **period, for unbundled high capacity loops, high capacity transport, and dark**
11 **fiber transport between wire centers that do not meet the FCC’s non-**
12 **impairment standards at this time, but that meet such standards in the**
13 **future?**

14
15 **Q. What is Sprint’s position with respect to this issue?**

16 **A.** Sprint recognizes that it is possible for the status of BellSouth’s wire centers to
17 change in the future, which would result in a finding of non-impairment for DS1
18 and DS3 Loops and DS1, DS3 and Dark Fiber Dedicated Transport. It is
19 therefore imperative that the agreement include terms for how this is going to be
20 implemented. Sprint disagrees with the timelines for notification and transition
21 that BellSouth has proposed.

22
23 **Q. What is Sprint’s recommendation to the Commission on this issue?**

1 A. This Commission should adopt a finding that requires the transition process for
2 future declassification events to mirror the one adopted by the FCC in the TRRO
3 for the embedded base of UNEs. As wire centers and routes meet the FCC
4 thresholds in the future, thus removing a CLEC's access to UNEs for that
5 particular wire center or route, BellSouth should notify each CLEC directly, not
6 simply via a carrier notification letter ("CNL") posted to its website. Sprint
7 should have a minimum of 30 days from the date it receives notification from
8 BellSouth regarding the status of a wire center in which to determine if it will
9 self-certify and if not, modify its process to stop ordering the impacted UNE.
10 Sprint should be allowed to continue ordering the affected UNE during that 30-
11 day period. Sprint should also be allowed to dispute BellSouth's claim regarding
12 the status of the wire center, which means that it can continue ordering the
13 impacted UNE after the initial 30-day period, the price will not be increased
14 during the dispute, and it will not be required to transition the affected UNEs until
15 after the Commission has resolved the dispute (see discussion above with respect
16 to Issue 2). Sprint should also have 12 months from the date it receives the notice
17 from BellSouth to transition DS1 and DS3 Loops and DS1 and DS3 Dedicated
18 Transport to alternate services selected by Sprint and 18 months for Dedicated
19 Dark Fiber Transport. If Sprint has not self-certified and disputed BellSouth's
20 claim, the same transition period applies; however, BellSouth should be allowed
21 to increase the price during the transition period consistent with the TRRO
22 transition procedure (up to a 15% increase).

23

1 **Q. Why does Sprint object to BellSouth's initial 10-day period?**

2 **A.** First, the 10-day period proposed by BellSouth does not give Sprint sufficient
3 time to review the BellSouth claim regarding the status of a wire center and
4 determine if it is going to self-certify its disagreement or stop placing orders. The
5 detailed data needed to review an ILEC's claim regarding the status of a wire
6 center is not generally available and CLECs may in fact have to request additional
7 information from the ILEC in conducting its "reasonably diligent inquiry" (see
8 TRRO, Paragraph 234). Sufficient time must be provided to allow for
9 correspondence between the parties in resolving these and related issues. Second,
10 Sprint needs sufficient time to develop job aids to assist its personnel in ordering
11 and provisioning services, including the identification of alternate suppliers,
12 should it decide not to challenge BellSouth's claim. BellSouth's language
13 unreasonably allows for notification via a CNL posted to its website and requires
14 Sprint to stop ordering services within 10 days of receiving the notice unless
15 Sprint disputes BellSouth's finding. Such a lack of a direct notification
16 requirement and an abbreviated period for filing disputes may even have the
17 perverse effect of CLECs filing needless disputes based on incomplete
18 information in an effort to preserve their rights.

19
20 **Q. What is the basis for Sprint's proposed transition timeline?**

21 **A.** The FCC explicitly established a 12-month transition for DS1 and DS3 loops and
22 DS1 and DS3 transport in the TRRO. The FCC found "that the twelve-month
23 period provides adequate time for both competitive LECs and incumbent LECs to

1 perform the tasks necessary to an orderly transition, including decisions where to
2 deploy, purchase, or lease facilities” (TRRO, ¶143). The FCC established an 18-
3 month transition for Dark Fiber Loop and Dark Fiber Transport. The FCC
4 determined that a longer period was warranted for dark fiber since ILECs do not
5 generally offer dark fiber as a tariffed service and “because it may take time for
6 competitive LECs to negotiate IRUs or other arrangements with incumbent or
7 competitive carriers” (TRRO, ¶144). Absent new findings or evidence, the
8 Commission should not adopt a different timeline. In addition, the fact that a
9 CLEC knows that the ILEC could declare that the status of a wire center has
10 changed sometime in the future does not provide the type of advance warning that
11 a CLEC needs to be ready to transition to alternate ILEC services, alternative
12 providers, or self-provided services. As I stated above, the data at the wire center
13 level is not generally available for CLECs to monitor ILEC wire center status and
14 ILECs do not provide any advance warnings.

15
16 **Q. What is the basis for Sprint’s proposal to allow the UNE price to be**
17 **increased by as much as 15% during the transition period?**

18 **A.** The FCC provided for a 15% price increase during the transition period it
19 established for the embedded base in the TRRO. It stated “that the moderate price
20 increases help ensure an orderly transition by mitigating the rate shock that could
21 be suffered by competitive LECs if TELRIC pricing were immediately eliminated
22 for these network elements, while at the same time, these price increases, and the
23 limited duration of the transition, provide some protection of the interests of the

1 incumbent LECs in those situations where unbundling is not required” (TRRO, ¶
2 145).

3
4 **Q. If the Commission adopts Sprint’s proposed timeline, when should Sprint be**
5 **required to provide BellSouth with a list of impacted UNEs to begin the**
6 **transition?**

7 **A.** BellSouth proposes that Sprint provide it with a list of impacted UNEs within 40
8 days of receiving the notification regarding the status of the wire center.
9 BellSouth’s proposed timeline should be modified to 9 months for DS1 and DS3
10 Loops and Dedicated Transport and 15 months for Dark Fiber Dedicated
11 Transport. The 9 months is consistent with the December date requested by
12 BellSouth for the embedded base of DS1 and DS3 Loops, and the longer period
13 for Dark Fiber Dedicated Transport recognizes the FCC’s 18-month transition
14 period.

15
16 **Q. Does Sprint have any terms and conditions to recommend?**

17 **A.** Following are the terms proposed by BellSouth that should be modified to reflect
18 Sprint’s position.

19 2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet
20 the criteria set forth in Section 2.1.4.5 above, but that were not
21 included in the Initial Wire Center List, BellSouth shall notify
22 <<customer short name>> in writing (“Notification”) of such
23 change include such additional wire centers in a carrier notification

1 ~~letter (CNL)~~. Each such list of additional wire centers shall be
2 considered a "Subsequent Wire Center List".
3

4 2.1.4.12.2 Effective ~~ten (10) business~~ thirty (30) days after the date of a
5 BellSouth CNL providing Subsequent Wire Center List, BellSouth
6 shall not be required to unbundle DS1 and/or DS3 Loops, as
7 applicable, in such additional wire center(s), except pursuant to the
8 self-certification process as set forth in Section 1.8 of this
9 Attachment.
10

11 2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make
12 available DS1 and DS3 Loops that were in service for
13 <<customer_short_name>> in a wire center on the Subsequent
14 Wire Center List as of the ~~tenth (10th) business~~ thirtieth (30th) day
15 after the date of BellSouth's ~~CNL~~ Notification identifying the
16 Subsequent Wire Center List (Subsequent Embedded Base) until
17 ~~ninety (90) days~~ twelve (12) months after the ~~tenth (10th) business~~
18 ~~day~~ from the date of BellSouth's ~~CNL~~ Notification identifying the
19 Subsequent Wire Center List (Subsequent Transition Period).
20

21 2.1.4.12.6 No later than ~~forty (40) days~~ nine (9) months from BellSouth's
22 ~~CNL~~ Notification identifying the Subsequent Wire Center List,
23 <<customer_short_name>> shall submit a spreadsheet(s)

1 identifying the Subsequent Embedded Base of circuits to be
2 disconnected or converted to other BellSouth services. The Parties
3 shall negotiate a project schedule for the Conversion of the
4 Subsequent Embedded Base.

5
6 2.1.4.12.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s)
7 specified in Section 2.1.4.12.6 above for all of its Subsequent
8 Embedded Base within ~~forty (40) days~~ nine (9) months after the
9 date of BellSouth's CNL Notification identifying the Subsequent
10 Wire Center List, BellSouth will identify
11 <<customer_short_name>>'s remaining Subsequent Embedded
12 Base, if any, and will transition such circuits to the equivalent
13 tariffed BellSouth service(s). Those circuits identified and
14 transitioned by BellSouth shall be subject to the applicable
15 disconnect charges as set forth in this Agreement and the full
16 nonrecurring charges for installation of the equivalent tariffed
17 BellSouth service as set forth in BellSouth's tariffs.

18
19 6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet
20 the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that
21 were not included in the Initial Wire Center List, BellSouth shall
22 notify <<customer_short_name>> in writing ("Notification") of
23 such change ~~include such additional wire centers in CNL~~. Each

1 such list of additional wire centers shall be considered a

2 Subsequent Wire Center List.

3
4 6.2.6.10.2 Effective ~~ten (10) business~~ thirty (30) days after the date of a
5 BellSouth ~~CNL~~ Notification providing a Subsequent Wire Center
6 List, BellSouth shall not be required to provide DS1 and DS3
7 Dedicated Transport, as applicable, in such additional wire
8 center(s), except pursuant to the self-certification process as set
9 forth in Section 1.8 above.

10
11 6.2.6.10.3 For purposes of Section 6.2.6.10 above, BellSouth shall make
12 available DS1 and DS3 Dedicated Transport that was in service for
13 <<customer_short_name>> in a wire center on the Subsequent
14 Wire Center List as of the ~~tenth (10th) business~~ thirtieth (30th) day
15 after the date of BellSouth's ~~CNL~~ Notification identifying the
16 Subsequent Wire Center List (Subsequent Embedded Base) until
17 twelve (12) months ~~ninety (90) days after the tenth (10th) business~~
18 ~~day~~ from the date of BellSouth's ~~CNL~~ Notification identifying the
19 Subsequent Wire Center List (Subsequent Transition Period).

20
21 6.2.6.10.6 No later than nine (9) months ~~forty (40) days~~ from BellSouth's
22 ~~CNL~~ Notification identifying the Subsequent Wire Center List
23 <<customer_short_name>> shall submit a spreadsheet(s)
24 identifying the Subsequent Embedded Base of circuits to be

1 disconnected or converted to other BellSouth services. The Parties
2 shall negotiate a project schedule for the Conversion of the
3 Subsequent Embedded Base.

4
5 6.2.6.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s)
6 specified in Section 6.2.6.10.6 above for all of its Subsequent
7 Embedded Base within nine (9) months ~~forty (40) days~~ after the
8 date of BellSouth's ~~CNL~~ Notification identifying the Subsequent
9 Wire Center List, BellSouth will identify
10 <<customer_short_name>>'s remaining Subsequent Embedded
11 Base, if any, and will transition such circuits to the equivalent
12 tariffed BellSouth service(s). Those circuits identified and
13 transitioned by BellSouth shall be subject to the applicable
14 disconnect charges as set forth in this Agreement and the full
15 nonrecurring charges for installation of the equivalent tariffed
16 BellSouth service as set forth in BellSouth's tariffs.

17
18 6.9.1.10.1 In the event BellSouth identifies additional wire centers that meet
19 the criteria set forth in Section 6.9.1.4.1 above, but that were not
20 included in the Initial Wire Center List, BellSouth shall notify
21 <<customer short name>> in writing ("Notification") of such
22 change ~~include such additional wire centers in a CNL~~. Each such
23 list of additional wire centers shall be considered a "Subsequent
24 Wire Center List".

1
2 6.9.1.10.2 Effective ~~ten (10) business~~ thirty (30) days after the date of a
3 BellSouth ~~CNL~~ Notification providing a Subsequent Wire Center
4 List, BellSouth shall not be required to provide unbundled access
5 to Dark Fiber Transport, as applicable, in such additional wire
6 center(s), except pursuant to the self-certification process as set
7 forth in Section 1.8 above.

8
9 6.9.1.10.3 For purposes of Section 6.9.1.10, BellSouth shall make available
10 Dark Fiber Transport DS1 and DS3 Loops that was in service for
11 <<customer_short_name>> in a wire center on the Subsequent
12 Wire Center List as of the ~~tenth (10th) business~~ thirtieth (30th) day
13 after the date of BellSouth's ~~CNL~~ Notification identifying the
14 Subsequent Wire Center List (Subsequent Embedded Base) until
15 eighteen (18) months ~~ninety (90) days after the tenth (10th)~~
16 ~~business day~~ from the date of BellSouth's ~~CNL~~ Notification
17 identifying the Subsequent Wire Center List (Subsequent
18 Transition Period).

19
20 6.9.1.10.6 No later than fifteen (15) months ~~forty (40) days~~ from BellSouth's
21 ~~CNL~~ Notification identifying the Subsequent Wire Center List
22 <<customer_short_name>> shall submit a spreadsheet(s)
23 identifying the Subsequent Embedded Base of circuits to be
24 disconnected or converted to other BellSouth services. The Parties

1 shall negotiate a project schedule for the Conversion of the
2 Subsequent Embedded Base.

3
4 6.9.1.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s)
5 specified in Section 6.9.1.10.6 above for all of its Subsequent
6 Embedded Base within fifteen (15) months ~~forty (40) days~~ after the
7 date of BellSouth's ~~CNL~~ Notification identifying the Subsequent
8 Wire Center List, BellSouth will identify
9 <<customer_short_name>>'s remaining Subsequent Embedded
10 Base, if any, and will transition such circuits to the equivalent
11 tariffed BellSouth service(s). Those circuits identified and
12 transitioned by BellSouth shall be subject to the applicable
13 disconnect charges as set forth in this Agreement and the full
14 nonrecurring charges for installation of the equivalent tariffed
15 BellSouth service as set forth in BellSouth's tariffs.

16
17
18 **Issue No. 19 – TRO – SUB-LOOP CONCENTRATION:**

19 **b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC**
20 **access to copper facilities only or do they also include access to fiber**
21 **facilities?**

22 **c) What are the suitable points of access for sub-loops for multi-unit**
23 **premises?**

24

1 **Q. Were these issues added to the joint issues matrix at Sprint's request?**

2 A. Yes.

3
4 **Q. Why did Sprint add these issues?**

5 A. BellSouth offers two forms of sub-loops, Unbundled Subloop Distribution
6 ("USLD") and Unbundled Network Terminating Wire ("UNTW"). The FCC
7 established two types of sub-loops in the TRO: copper sub-loops; and sub-loops
8 for access to multi-unit premises wiring. Sprint interprets the proposed terms for
9 USLD as meeting the copper sub-loop obligation and UNTW as meeting the
10 obligation for sub-loops for access to multiunit premises wiring. BellSouth
11 defines UNTW as follows:

12 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend
13 circuits from an intra-building network cable terminal or from a
14 building entrance terminal to an individual End User's point of
15 demarcation. It is the final portion of the Loop that in multi-subscriber
16 configurations represents the point at which the network branches out
17 to serve individual subscribers.

18
19 Sub-loops for access to multi-unit premises are not restricted to copper facilities
20 but include fiber facilities. Sprint also believes that the access points for sub-
21 loops for multi-unit premises are not limited to intra-building network cable
22 terminals or building entrance terminals.

23

1 **Q. What is the basis for Sprint's position?**

2 **A.** The FCC's definition of sub-loops for access to multiunit premises wiring found
3 in 47 C.F.R. §51.319(b)(2) and §51.319(b)(2)(i) includes fiber facilities and does
4 not limit the points of access as defined by BellSouth.

5
6 (2) Subloops for access to multiunit premises wiring. An incumbent LEC
7 shall provide a requesting telecommunications carrier with
8 nondiscriminatory access to the subloop for access to multiunit premises
9 wiring on an unbundled basis *regardless of the capacity level or type of*
10 *loop that the requesting telecommunications carrier seeks to provision*
11 *for its customer.* The subloop for access to multiunit premises wiring is
12 defined as any portion of the loop that it is technically feasible to access at
13 a terminal in the incumbent LEC's outside plant at or near a multiunit
14 premises. One category of this subloop is inside wire, which is defined for
15 purposes of this section as all loop plant owned or controlled by the
16 incumbent LEC at a multiunit customer premises between the minimum
17 point of entry as defined in § 68.105 of this chapter and the point of
18 demarcation of the incumbent LEC's network as defined in § 68.3 of this
19 chapter.

20
21 (i) Point of technically feasible access. A point of technically feasible
22 access is any point in the incumbent LEC's outside plant at or near a
23 multiunit premises where a technician can access the *wire or fiber within*

1 *the cable* without removing a splice case to reach the wire or fiber within
2 to access the wiring in the multiunit premises. *Such points include, but*
3 *are not limited to, a pole or pedestal, the network interface device, the*
4 *minimum point of entry, the single point of interconnection, and the*
5 *feeder/distribution interface* (emphasis added).
6

7 **Q. Aren't ILECs exempted from providing CLECs access to FTTH and FTTC**
8 **and, therefore exempted from providing access to fiber sub-loops?**

9 **A.** No, the FTTH and FTTC unbundling exemptions are for entire loops which
10 extend from the distribution frame in an ILEC central office to the point of
11 demarcation at an end user customer premises, not sub-loops. The sub-loop
12 extends from some point in the network to the point of demarcation. The FCC
13 established the obligation to unbundle fiber sub-loop for access to multi-unit
14 premises at the same time it established the FTTH exemption. This access is not
15 required for non multi-unit premises. Furthermore, the FCC required access to
16 dark fiber loops at the same time it provided for the FTTH exclusion and FTTH
17 loops are defined as being either dark or lit (see 47 C.F.R. §51.319(6)). The
18 FTTH exemption was not intended to eliminate CLEC access to every fiber loop.

19
20 **Q. Didn't the FCC eliminate access to dark fiber loops in the TRRO?**

21 **A.** The FCC did eliminate an ILEC's obligation to provide unbundled access to dark
22 fiber loops in the TRRO, but did not alter its rules for sub-loops.
23

1 **Q. You mentioned earlier that the access points should not be limited to intra-**
2 **building network cable terminals or building entrance terminals as proposed**
3 **by BellSouth. Why?**

4 A. The FCC definition above states that a point of technically feasible access is “*any*
5 *point* in the incumbent LEC’s outside plant at or near a multiunit premises where
6 a technician can access the *wire or fiber within the cable* without removing a
7 splice case to reach the wire or fiber within to access the wiring in the multiunit
8 premises (emphasis added).” The definition also goes on to provide a partial list
9 of points of access that is broader than that offered by BellSouth, “Such points
10 include, but are not limited to, a pole or pedestal, the network interface device, the
11 minimum point of entry, the single point of interconnection, and the
12 feeder/distribution interface.”

13
14 **Q. Do BellSouth’s other sub-loop products provide the access that Sprint is**
15 **seeking?**

16 A. No. BellSouth’s other sub-loop products offered as Unbundled Subloop
17 Distribution (“USLD”) are also limited to copper facilities and do not mention
18 multiunit premises, but specifically end-user premises. The USLD - Intrabuilding
19 Network Cable (USLD-INC) product is riser cable, which can be found in
20 multiunit premises, but again it is limited to copper facilities.

21
22 **Q. What is Sprint’s recommendation with respect to the terms and conditions**
23 **included in the agreement?**

1 BellSouth's proposed terms should be modified as follows.

2 2.8.3.1 UNTW is unshielded twisted copper wiring or fiber that is used to
3 extend circuits from a point of technically feasible access at or near an
4 MDU an intra-building network cable terminal or from a building
5 entrance terminal to an individual End User's point of demarcation.
6 Such points include, but are not limited to, a pole or pedestal, the
7 network interface device, the minimum point of entry, the single point
8 of interconnection, an intra building network cable terminal, a building
9 entrance terminal, and the feeder/distribution interface. It is the final
10 portion of the Loop that in multi-subscriber configurations represents
11 the point at which the network branches out to serve individual
12 subscribers.

13
14 Sprint realizes that the above modifications may not fit with BellSouth's product
15 development and would consider alternative terms. For example, BellSouth could
16 develop an Unbundled Fiber Subloop ("UFL") product for multiunit premises and
17 modify the other products as necessary to include sub-loop fiber access.

18
19 **Issue No. 22 – TRO – GREENFIELD AREAS:**

20 **b) What is the appropriate language to implement BellSouth's obligation, if**
21 **any, to offer unbundled access to newly-deployed or 'greenfield' fiber**
22 **loops, including fiber loops deployed to the minimum point of entry**
23 **("MPOE") of a multiple dwelling unit that is predominantly residential,**

1 **and what, if any, impact does the ownership of the inside wiring from the**
2 **MPOE to each end user have on this obligation?**

3
4 **Q. What is the ‘greenfield’ fiber loop exclusion?**

5 **A. In the TRO the FCC eliminated an ILEC’s obligation to unbundle fiber to the**
6 **home (FTTH) loops in areas that had never been previously served by a loop**
7 **facility (47 C.F.R. §51.319(3)(i)). This exclusion does not apply to enterprise**
8 **customers or predominately business multi-unit premises or multi-dwelling units**
9 **(“MDUs”).**

10
11 **Q. What is the basis for Sprint’s position on enterprise customers?**

12 **A. The FCC originally defined FTTH loops in the TRO in its discussion of mass**
13 **market loops and specifically referred to them as mass market in ¶274 (see TRO,**
14 **¶214-¶220 and ¶273-¶285). In addition, in its discussion of an ILEC’s obligation**
15 **to provide access to DS1 Loops in footnote 956 of the TRO, the FCC clearly**
16 **included fiber optic facilities (see discussion above on Issue 6). The initial**
17 **definition incorporated in the FCC rules at 47 C.F.R. §51.319(a)(3) restricted the**
18 **FTTH loops to residential units but was subsequently changed to “end user**
19 **customer premises” in an Errata (FCC 03-227, *Review of the Section 251 Un***
20 ***bundling Obligations of Incumbent Local Exchange Carriers, Implementation of***
21 ***the Local Competition Provisions of the Telecommunications Act of 1996,***
22 ***Deployment of Wireline Services Offering Advanced Telecommunications***
23 ***Capability*, CC Dockets 01-338, 96-98, 98-147, ERRATA, released September**

1 17, 2003). Furthermore, as mentioned above the FCC required access to dark
2 fiber loops at the same time it provided for the FTTH exclusion and FTTH loops
3 are defined as being either dark or lit. The FTTH exemption was not intended to
4 eliminate CLEC access to every fiber loop; however, the FTTH loop unbundling
5 restrictions do apply to certain small business customers, but not enterprise
6 customers.

7
8 **Q. You only mention FTTH loops. What about FTTC loops?**

9 **A.** The FCC further extended the FTTH unbundling restrictions to FTTC loops in a
10 subsequent order referred to as the FTTC Order (FCC 04-248, *Review of the*
11 *Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,*
12 *Implementation of the Local Competition Provisions of the Telecommunications*
13 *Act of 1996, Deployment of Wireline Services Offering Advanced*
14 *Telecommunications Capability*, CC Dockets 01-338, 96-98, 98-147, Order on
15 Reconsideration, released October 18, 2004).

16
17 **Q. Why don't the FTTH/FTTC exemptions apply to predominately business**
18 **MDUs?**

19 **A.** The FCC further extended the fiber unbundling exemptions to loops that are
20 serving predominately residential multi-dwelling units in the MDU Order (FCC
21 04-191, *Review of the Section 251 Unbundling Obligations of Incumbent Local*
22 *Exchange Carriers, Implementation of the Local Competition Provisions of the*
23 *Telecommunications Act of 1996, Deployment of Wireline Services Offering*

1 *Advanced Telecommunications Capability*, CC Dockets 01-338, 96-98, 98-147,
2 Order on Reconsideration, released August 9, 2004). In paragraph 8 of that order
3 the FCC clearly stated that the exemption did not apply to predominately business
4 MDUs since ILECs did not need any incentive to build broadband facilities to
5 those locations:

6 Second, we conclude that tailoring FTTH relief to predominantly
7 residential MDUs is more appropriate than a single, categorical rule
8 covering all types of multiunit premises. A categorical rule either would
9 retain disincentives to deploying broadband to millions of consumers
10 contrary to the goals of section 706 *or would eliminate unbundling for*
11 *enterprise customers where the record shows additional investment*
12 *incentives are not needed.* As discussed above, we find that extending
13 relief to predominantly residential MDUs best tailors the unbundling relief
14 to those situations where the analysis of impairment and investment
15 incentives indicates that such relief is appropriate. *We thus reject*
16 *commenters' categorical assertions that the FTTH rules should never*
17 *apply in the case of any multiunit premises, or that the unbundling relief*
18 *should extend to all multiunit premises.* Because we can draw an
19 administratively workable distinction between predominantly residential
20 MDUs and other multiunit premises, we find that we can more carefully
21 target the unbundling relief warranted by the consideration of section
22 706's goals (emphasis added).

1 **Q. What terms and conditions should be included in the agreement to**
2 **incorporate Sprint's position?**

3 **A. BellSouth's proposed definition of FTTH/FTTC loops should be modified as**
4 **shown below.**

5 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of
6 fiber optic cable, whether dark or lit, serving an End User's premises or, in
7 the case of predominantly residential multiple dwelling units (MDUs), a
8 fiber optic cable, whether dark or lit, that extends to the MDU minimum
9 point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops
10 consisting of fiber optic cable connecting to a copper distribution plant
11 that is not more than five hundred (500) feet from the End User's premises
12 or, in the case of predominantly residential MDUs, not more than five
13 hundred (500) feet from the MDU's MPOE. The fiber optic cable in a
14 FTTC loop must connect to a copper distribution plant at a serving area
15 interface from which every other copper distribution subloop also is not
16 more than five hundred (500) feet from the respective End User's
17 premises. FTTH/FTTC loops do not include local loops to enterprise
18 customers or predominantly business MDUs.

19
20 **Issue No. 23 – TRO – HYBRID LOOPS:**

21 **What is the appropriate ICA language to implement BellSouth's obligation**
22 **to provide unbundled access to hybrid loops?**

23

1 **Q. What is a hybrid loop?**

2 **A.** A hybrid loop is a local loop that is usually comprised of fiber feeder and copper
3 wire or cable distribution. The fiber feeder extends from the central office or wire
4 center to an intermediate point where it is connected to the copper distribution,
5 which extends on to the point of demarcation at the end user customer premises.
6 The intermediate point contains electronics such as a next generation digital loop
7 carrier ("NGDLC"), which connects to two facilities (see 47 C.F.R.
8 §51.319(a)(2)).

9
10 **Q. Do ILECs have to provide unbundled access to hybrid loops?**

11 **A.** ILECs must provide unbundled access to hybrid loops for both broadband (DS1
12 and DS3) UNE loops and narrowband (DS0) UNE loops. The broadband UNE
13 loops are provided using the time division multiplexing ("TDM") capabilities of
14 the hybrid loop (see 47 C.F.R. §51.319(a)(2)(ii)). Narrowband UNE loops are
15 providing by using the TDM capabilities of the hybrid loop or providing access to
16 a spare home-run copper loop (see 47 C.F.R. §51.319(a)(2)(iii)(A)-(B)).

17
18 **Q. What terms should be included in the agreement regarding this obligation?**

19 **A.** BellSouth's proposed terms should be modified as shown below.

20 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually
21 in the feeder plant, and copper twisted wire or cable, usually in the
22 distribution plant. BellSouth shall provide <<customer_short_name>>
23 with nondiscriminatory access to the time division multiplexing features,

1 functions and capabilities of such hybrid Loop, on an unbundled basis to
2 establish a complete transmission path between BellSouth's central office
3 and an End User's premises for the provision of broadband services. For
4 Narrowband services BellSouth shall provide <<customer short name>>
5 with nondiscriminatory access to an entire hybrid loop capable of voice
6 grade service using the time division multiplexing features, functions and
7 capabilities or such hybrid loop or access to a spare home-run copper loop.

8
9
10 **Issue No. 25 – TRO ROUTINE NETWORK MODIFICATION:**

11 **What is the appropriate ICA language to implement BellSouth's obligation**
12 **to provide routine network modifications?**

13
14 **Q. What is a routine network modification?**

15 **A.** The FCC defined a routine network modification as "an activity that the
16 incumbent LEC regularly undertakes for its own customer" (see 47 C.F.R. §
17 51.319(a)(7) and § 51.319(e)(4)(ii)).

18
19 **Q. Why did the FCC establish the rules for routine network modifications?**

20 **A.** The FCC wanted to ensure non-discriminatory treatment and to prevent any
21 undue restrictions for access to UNEs.

22
23 **Q. Did the FCC provide a detailed list of what constitutes a routine network**

1 **modification?**

2 **A.** No. The FCC established principles and listed examples in the rule but in
3 paragraph 634 of the TRO it declined to formulate a detailed list of electronic
4 components.

5

6 **Q.** **Can ILECs charge for routine network modifications that they perform on**
7 **behalf of CLECs?**

8 **A.** ILECs cannot require additional charges for routine network modifications unless
9 they prove that the costs they represent are not already included in the UNE
10 recurring and/or non-recurring rates. The FCC warned against double recovering
11 these costs in paragraph 640 of the TRO. Any separate charge proposed by
12 ILECs should therefore be reviewed to determine which costs are included in the
13 existing rates and which ones are not.

14

15 **Q.** **Do the terms proposed by BellSouth accurately reflect this position?**

16 **A.** The general terms proposed by BellSouth reflect this position with one exception.

17

18 **Q.** **What is the exception?**

19 **A.** BellSouth proposes an additional restriction defining a modification as routine
20 only if “it has anticipated the request”.

21

22 **Q.** **Why does Sprint object to this restriction?**

23 **A.** The language is vague and has no basis in the FCC Rules or orders. I could find

1 no mention of “anticipation” with respect to routine network modifications.
2 Furthermore, think about how that phrase “anticipated the request” could and
3 perhaps would be interpreted. Does it mean that a modification isn’t routine if
4 BellSouth doesn’t anticipate what UNE the CLEC orders, or that a modification
5 isn’t routine if BellSouth doesn’t anticipate when the CLEC orders the UNE, or
6 that a modification isn’t routine if BellSouth doesn’t anticipate the number of
7 UNEs contained on a specific order, or that a modification isn’t routine if
8 BellSouth doesn’t anticipate where the UNE ordered by the CLEC is provisioned?
9 BellSouth could use any of these excuses to justify rejecting a UNE order or
10 demanding additional charges.

11
12 **Q. What terms does Sprint recommend for routine network modifications?**

13 **A.** BellSouth’s proposed terms should be modified as shown below.

14 1.10 BellSouth will perform Routine Network Modifications (RNM) in
15 accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and
16 Dedicated Transport provided under this Attachment. If BellSouth
17 ~~performs~~ performs ~~has anticipated~~ such RNM and ~~performs them~~ during normal
18 operations and has recovered the costs for performing such modifications
19 through the rates set forth in Exhibit A, then BellSouth shall perform such
20 RNM at no additional charge. RNM shall be performed within the
21 intervals established for the Network Element and subject to the
22 performance measurements and associated remedies set forth in
23 Attachment 9 of this Agreement to the extent such RNM were anticipated

1 in the setting of such intervals. If BellSouth ~~has not anticipated a requested~~
2 ~~network modification as being a RNM~~ and has not recovered the costs of
3 such RNM in the rates set forth in Exhibit A, then such request will be
4 handled as a project on an individual case basis. BellSouth will provide a
5 price quote for the request and, upon receipt of payment from
6 <<customer_short_name>>, BellSouth shall perform the RNM.

7
8 **Issue No. 27 – TRO – FIBER TO THE HOME:**

9 **What is the appropriate language, if any, to address access to overbuild**
10 **deployments of fiber to the home and fiber to the curb facilities?**

11
12 **Q. What is an overbuild deployment of FTTH/FTTC?**

13 **A.** An overbuild deployment is where an ILEC either replaces an existing copper
14 loop facility with FTTH/FTTC or installs a FTTH/FTTC facility in parallel with
15 an existing copper loop facility (see 47 C.F.R. §51.319(a)(3)(iii)).

16
17 **Q. What are an ILEC's unbundling obligations with respect to an overbuild**
18 **deployment of FTTH/FTTC?**

19 **A.** An ILEC does not have to unbundle the FTTH/FTTC overbuild facilities as long
20 as it maintains access to the existing copper loop facilities (see 47 C.F.R.
21 §51.319(a)(3)(iii)(A)). If the ILEC maintains access to the existing copper loop
22 facilities it does not have to preserve the copper loop facility's ability to be used
23 for providing service; however, it must restore that capability if it receives a

1 request for access to the copper loop facilities from a CLEC (see 47 C.F.R.
2 §51.319(a)(3)(iii)(B)). If the ILEC retires the existing copper loop facilities it
3 must do so consistent with the FCC Rules for network reporting and must offer a
4 64 kilobit transmission path over the FTTH/FTTC (see 47 C.F.R.
5 §51.319(a)(3)(iii)(C)).
6

7 **Q. Does the FTTH/FTTC overbuild exemption apply to facilities to enterprise**
8 **customers or predominately business MDUs?**

9 **A.** No, the overbuild exemption does not apply just as the greenfield restrictions do
10 not apply and for the same reasons included above regarding Issue 23.
11

12 **Q. Do any of the terms and conditions proposed by BellSouth need to be**
13 **modified to reflect the appropriate interpretation?**

14 **A.** The modifications that Sprint recommends above with respect to Issue 23 also
15 apply to the FTTH/FTTC overbuild situations.
16

17 **Other Issues:**
18

19 **Q. Are there any other matters that you would like to address?**

20 **A.** There are two other issues not included in the joint issues matrix that should be
21 addressed.
22

23 **Q. What additional concerns does Sprint have?**

1 A. Sprint has two concerns. First, the terms and conditions proposed by BellSouth
2 make few references to the FCC Rules, either directly or indirectly, and only
3 includes a commitment to comply with the section 251(c)(3) of the Act. It is
4 therefore imperative that BellSouth affirmatively acknowledge its intent to
5 comply with the FCC Rules in its provision of UNEs as well as pertinent orders
6 from the Commission and the courts. Second, Operations Support Systems
7 (“OSS”) remains a UNE in the FCC Rules, yet BellSouth provides no terms and
8 conditions committing itself to provide non-discriminatory access to OSS. Such
9 language should be included in any final agreement between the parties.

10
11 **Q. Why didn’t Sprint raise these matters when the joint issues matrix was**
12 **established?**

13 A. The terms and conditions that were being negotiated between Sprint and
14 BellSouth at that time addressed these issues; however, the terms and conditions
15 that BellSouth has filed in other proceedings, which Sprint expects to be filed in
16 this proceeding, do not.

17
18 **Q. Why is it important to include a commitment by BellSouth that it complies**
19 **with the FCC Rules and pertinent orders from the Commission and the**
20 **courts?**

21 A. For the sake of clarity, it is important for the parties to agree with what
22 requirements are applicable regarding BellSouth’s unbundling obligations and
23 that BellSouth agree to provide Sprint access to unbundled network elements in

1 accordance with those requirements. Sprint does not believe that the Act
2 constitutes all requirements. Section 251(c)(3) of the Act establishes an ILEC's
3 general obligation to unbundle network elements and refers to other sections of
4 the Act that establish the access standards used by the FCC to determine
5 impairment, specifying which network elements must be unbundled. The FCC
6 rules implement the Act and orders from the Commission and the courts can
7 impact the rules and may be incorporated into the agreement via the change in law
8 process.

9
10 **Q. Are there other reasons why it is important to include a reference to the FCC**
11 **rules?**

12 **A.** As stated above, the terms and conditions proposed by BellSouth include only
13 few select references to FCC rules, referring to them as "requirements" (see
14 2.1.2.2; 2.9.1.5; 2.9.1.6; 5.3.4.1 and 5.3.4.2.4.). Sprint has no desire to duplicate
15 the entire set of rules in the agreement but it must contain language to ensure that
16 both parties agree that the entire set of FCC rules is applicable without exception.
17 Absent this statement BellSouth could argue that a rule that was not explicitly
18 referred to was not applicable.

19
20 **Q. What terms and conditions does Sprint propose to be included in the**
21 **agreement to address this matter?**

22 **A.** The following terms are acceptable and should be approved by the Commission.
23 A reference to the agreement's General Terms and Conditions has also been

1 added to ensure that the parties agree that nothing in this amendment supersedes
2 those terms and that they remain applicable to this amendment.

3
4 1.1 This Attachment is subject to the General Terms and Conditions of this
5 Agreement and sets forth rates, terms and conditions for unbundled
6 network elements (Network Elements) and combinations of Network
7 Elements (Combinations) that BellSouth offers to
8 <<customer_short_name>> for <<customer_short_name>>'s provision of
9 Telecommunications Services in accordance with its obligations under
10 Section 251(c)(3) of the Act and the orders, rules and regulations
11 promulgated thereunder by the FCC, the Commission or a court of
12 competent jurisdiction. Additionally, this Attachment sets forth the rates,
13 terms and conditions for other facilities and services BellSouth makes
14 available to <<customer_short_name>> (Other Services). Additionally,
15 the provision of a particular Network Element or Other Service may
16 require <<customer_short_name>> to purchase other Network Elements
17 or services. In the event of a conflict between this Attachment and any
18 other section or provision of this Agreement, the provisions of this
19 Attachment shall control.

20
21 **Q. Why should the agreement include terms and conditions with respect to**
22 **OSS?**

23 **A.** As I stated above, OSS remains a UNE. The FCC confirmed this requirement in

1 the Triennial Review Order (“TRO”), which has not been the subject of any court
2 challenge or FCC petition (FCC 03-36, *Review of the Section 251 Un bundling*
3 *Obligations of Incumbent Local Exchange Carriers, Implementation of the Local*
4 *Competition Provisions of the Telecommunications Act of 1996, Deployment of*
5 *Wireline Services Offering Advanced Telecommunications Capability*, CC
6 Dockets 01-338, 96-98, 98-147, Report and Order and Order on Remand and
7 Further Notice of Proposed Rulemaking, released August 21, 2003). The
8 obligation is incorporated in the FCC Rules at 47 C.F.R. § 51.319(g).

9
10 **Q. What terms and conditions should be included in the agreement with respect**
11 **to OSS?**

12 **A.** At a minimum, the agreement should contain the following language.

13 **10 OSS**

14 **10.1 BellSouth shall provide <<customer short name>> with**
15 **nondiscriminatory access to BellSouth’s operations support systems on an**
16 **unbundled basis, in accordance with section 251(c)(3) of the Act and the**
17 **FCC Rules. Operations support system functions consist of pre-ordering,**
18 **ordering, provisioning, maintenance and repair, and billing functions**
19 **supported by BellSouth’s databases and information. BellSouth, as part of**
20 **its duty to provide access to the pre-ordering function, shall provide, at a**
21 **minimum, <<customer short name>> with nondiscriminatory access to**
22 **the same detailed information about the loop that is available to BellSouth.**

1 Q. Does this conclude your Direct Testimony?

2 A. Yes.

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