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**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Promotion of Competitive Networks In Local Telecommunications Markets	)	WT Docket No. 99-217
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	

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**COMMENTS OF SBC COMMUNICATIONS INC.**

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SBC COMMUNICATIONS INC.

ALFRED G. RICHTER JR.  
ROGER K. TOPPINS  
MARK ROYER

One Bell Plaza, Room 3024  
Dallas, Texas 75202  
214-464-2217

Its Attorneys

August 27, 1999

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## SUMMARY

Competitive Local Exchange Carriers (“CLECs”) already have access to multiple tenant environments (“MTEs”) through negotiated access agreements with property owners, resale of the incumbent local exchange carrier’s (“ILECs”) retail services, use of an ILEC’s unbundled local loops, or through interconnection via a point assigned by the property owner. Sections 224 and 251(c)(3) of the Act should not be construed in the manner proposed by the TFNPRM/NPRM because that could be interpreted as an unlawful “taking” of the premises owner’s private property rights. Also, the proposed interpretations go well beyond any prior interpretation of access to “poles, ducts, conduits, or rights-of-way,” and are contrary to past precedent and other Commission rulings (*e.g.*, its rulings deregulating inside wire).

SBC agrees that all carriers including CLECs and ILECs should have the opportunity to negotiate access to serve end users in MTEs in most instances. However, the decision on the types of access to be allowed should be left to the premises owner.

Exclusive marketing arrangements for products and services should not be prohibited because of their potential benefits. What is important is that both CLECs and ILECs have the general opportunity to negotiate “access” to the MTEs. As long as that opportunity exists, competitive problems should be minimized.

This is not the proper proceeding in which to address the scope and availability of unbundled network elements. Also, the Commission should not use this proceeding to impose detailed requirements on the states.

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**COMMENTS OF SBC COMMUNICATIONS INC.**

SBC Communications Inc. (“SBC”) submits these comments on behalf of its telephone company subsidiaries<sup>1</sup> in response to the Commission’s *Third Further Notice of Proposed Rulemaking* (“TFNPRM”) and *Notice of Proposed Rulemaking* (“NPRM”) in CC Docket 96-98 and WT Docket No. 99-217, released July 7, 1999.

**I. Background**

These proceedings deal generally with carrier access to multi-tenant and multi-dwelling units (“MTUs” and “MDUs”) over privately granted rights-of-way. The TFNPRM seeks comments on expanding such access by interpreting Section 224 of the Communications Act to give Competitive Local Exchange Carriers (“CLECs”) nondiscriminatory access to rooftops, riser space, and utility rights-of-way located on private premises (Para. 28). Alternatively, the NPRM seeks comments on giving CLECs unbundled access to riser cable and wiring controlled by Incumbent Local Exchange Carriers (“ILECs”) within multiple tenant environments (“MTEs”). The NPRM also seeks comments on the permissibility of exclusive MTU/MDU arrangements, and on whether the Commission should modify its rules regarding the determination of demarcation points, among other issues. (Paras. 53, 64).

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<sup>1</sup> Pacific Bell (“PacBell”), Nevada Bell (“Nevada Bell”), Southwestern Bell Telephone Company (“SWBT”), and Southern New England Telephone Company (“SNET”).

## **II. The CLECs Already Have Access To MTUs And MDUs.**

The TFNPRM/NPRM's stated purpose is to "help ensure that competitive providers will have reasonable and nondiscriminatory access to rights-of-way, buildings, rooftops and facilities in multiple tenant environments." (Para. 1). However, as the TFNPRM/NPRM itself acknowledges, CLECs already have access to MTUs and MDUs.<sup>2</sup>

There are basically four ways for CLECs to access and competitively serve these locations. One is to negotiate an easement with property owners, just as the ILECs do. The second is through resale of the incumbent local exchange carrier's ("ILECs") retail services. 47 U.S.C. Section 251(c)(4). The third is through the use of the ILEC's unbundled local loops. 47 U.S.C. Section 251(c)(3). The fourth is through interconnection via a point assigned by the property owner. The point assigned by the property owner can be the minimum point of entry ("MPOE") where carriers interconnect with the property owner's facilities, or some other point specified by the property owner. The opportunity of CLECs to serve end users in MTUs and MDUs exists and exists *today* in most instances.

## **III. Sections 224 And 251(c)(3) Of The Act Should Not Be Interpreted In The Manner Proposed By The TFNPRM/NPRM.**

The TFNPRM/NPRM proposes that CLECs be given additional access to MTUs and MDUs in two ways. First, the TFNPRM proposes interpreting Section 224 of the Act to require that CLECs be given access to any utility pole, duct, conduit, or right-of-way that it uses for "wire communications" and that the utility be treated as owning or controlling rooftops and in-building riser space and facilities even if it obtains those facilities under private rights-of-way. (Paras. 41-46). Second, the NPRM proposes that access to those facilities (including rooftops, riser conduit, etc.) be provided as part of the

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<sup>2</sup> In this regard, the TFNPRM/NPRM states that: "...we are aware that competitive telecommunications carriers have successfully negotiated building access agreements in many instances." (. 31 & fn. 65) [noting that Winstar has negotiated rights to 4800 buildings nationwide].

ILECs' obligation to provide interconnection and access to unbundled network elements under Section 251(c)(3) of the Act. (Para. 51).

SBC does not believe that either Section 224 or Section 251(c)(3) should be interpreted in the manner proposed by the TFNPRM/NPRM. As the Commission, itself, acknowledges: "These provisions...do not provide access to areas or facilities controlled by the premises owner." (Para. 52). Nor should they, because that could be construed as authorizing a "taking" of the premises owner's private property. Even where incumbent utilities are given such access, they can only achieve it either by negotiating private easements with the premises owner or by exercising "eminent domain" powers under authority granted by the States.<sup>3</sup> Sections 224 and 251(c)(3) should not be interpreted to impair the building owners' private property rights, or to modify those rights based upon the premises owner's private agreements with utilities.<sup>4</sup> Any other interpretation could be alleged to violate the Fifth Amendment of the United States Constitution.<sup>5</sup>

#### **IV. The Proposed Interpretations Of Section 224 Are Inconsistent With Other Commission Rulings.**

The TFNPRM seeks comment on the WinStar Petition's request for a ruling that Section 224 requires utilities, including ILECs, to permit carriers (and presumably cable

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<sup>3</sup> To the best of SBC's knowledge, the CLECs have the same opportunities and many of the same rights vis-à-vis the premises owners and their tenants. *See, e.g.,* Tx. PURA 1997, Art. 1446c, . 54.259(a), reproduction attached.

<sup>4</sup> The TFNPRM/NPRM appears to assume that an ILEC will either "own or control" the facilities in these MTUs and MDUs when it has been granted a private right-of-way, when that is not always true. In California, for example, PacBell by order of that State's Commission in 1993 does not own or control the wiring in new or retrofitted dwellings or units and, therefore, under that State's law cannot provide the CLEC with those facilities as contemplated by the TFNPRM/NPRM.

<sup>5</sup> *See Loretto v. Teleprompter CATV Corp.*, 458 U.S. 419 (1982) [New York law requiring landlords to allow cable television facilities on property held to be "taking" of the landlord's property compensable under Fifth and Fourteenth Amendments]; and *Nixon v. United States*, 978 F.2d 1269 (D.C. Cir. 1992) [Recognizing that the right to exclude others is the "quintessential property right" and that there is a distinction between regulation affecting one's relationship to those voluntarily admitted to property versus government action compelling an owner to allow continuous access to third parties]. The Commission should not interpret .. 224 and 251(c)(3) to allow third party access to riser space and rooftops in MDUs and MTUs without the consent of the building owner.

operators as well) to have access to rooftop facilities and riser space that the utilities own or control, both when they are located on the utility's premises and when they are located on a private property owner's premises. (TFNPRM, Paras. 38-40).

There are a number of problems with this position. First, the WinStar Petition assumes that rooftops and riser space fit within the definition of the phrase "poles, ducts, conduits, or rights-of-way" as used in the Pole Attachment Act of 1978. Second, the WinStar Petition assumes that Section 224(f) can be interpreted to grant carriers access to other types of property, including real estate owned or controlled by a utility or a private entity. None of these assumptions is valid or accurate.

Rooftops and riser space do not fit within the definition of the phrase "poles, ducts, conduits, or rights-of-way" as used in the Pole Attachment Act. Since the Act was enacted in 1978, those terms have always been interpreted to apply to the utilities' outside "pole line" distribution networks, over which they were perceived to have "monopoly bottleneck" power and control.<sup>6</sup> At no time were such terms interpreted to apply to all utility real estate, either "owned" or "controlled." The 1996 Act retained the same phrase originally used in the Pole Attachment Act to describe the facilities to which access is allowed. There was no expression of an intent in the '96 Act to expand the type of facilities to which such access is allowed or to include rooftops and riser space within the definition of "poles, ducts, conduits, or rights-of-way."

In the *Local Competition Order*, the Commission correctly concluded that Section 224 does not force utilities to make space available on the roofs of their corporate offices for the installation of a carrier's transmission tower, and the proposed interpretation of

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<sup>6</sup> *Gulf Power Company v. United States*, 998 F. Supp. 1386 (N.D. Fla. 1998) ["As enacted in 1978, the Pole Attachment Act . . . empowered the Federal Communications Commission . . . , in the absence of parallel state regulation to determine 'just and reasonable' rates that utility companies could charge cable television systems for using utility poles as a physical medium for stringing television cable."] See also S. Rep. No. 580, 90<sup>th</sup> Cong. 1<sup>st</sup> Sess. 15, reprinted in U.S. Code Cong. & Ad. News 120, 123. The alleged "bottleneck", of course, no longer exists because of the provisions in the Pole Attachment Act of 1978 and the Telecommunications Act of 1996 allowing competitive access to the "pole line" facilities. 47 U.S.C. 224(f)(1) & 251(b)(4).

Section 224 in this proceeding cannot be logically squared with that ruling because it would force that very access.<sup>7</sup> Moreover, riser space *inside* a utility-owned or privately-owned building cannot be considered part of the outside “pole line” distribution network covered by the Pole Attachment Act and the ’96 Act. In fact, in its inside wire rulings of the 1980s, the FCC removed inside wiring from common carrier regulation under Title II, such that inside wiring could no longer be provided under tariff and hence could not be considered part of the carrier’s distribution network.<sup>8</sup> Indeed, as a result of the inside wire rulings, the customer or the building owner has the ultimate control over such inside wiring and the space that it occupies.<sup>9</sup> The TFNPRM/NPRM would reverse both the logic and the effect of these rulings by creating rights which did not formerly exist and by ignoring the effect of the Commission’s prior rulings.

**V. The Decisions On The Types Of Access To MDUs And MTUs Should Be Left To The Premises Owners.**

SBC believes that generally all carriers (including ILECs and CLECs) should be given the opportunity to negotiate access to serve end users in MDUs and MTUs. However, SBC also believes that the type and nature of such access should be the decision of the building owners.<sup>10</sup>

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<sup>7</sup> *Local Competition Order*, CC Docket 96-98, . 1185 (August 8, 1996). A similar issue is pending before the Eleventh Circuit Court of Appeals in *Gulf Power Company v. FCC*, Case No. 98-6222, where the Court is being asked to review the FCC’s determination that . 224 requires utilities to allow access for facilities used to provide wireless services, even though the associated radio transmitters do not have to be located along a pole line or any other location where the utility has any particular advantage. Before issuing a final ruling here, the Commission may want to wait for the Court’s interpretation of . 224 in that case.

<sup>8</sup> See, e.g., *Review of . . . 68.104 and 68.213 of the Commission’s Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, CC Docket No. 88-57, 5 FCC Rcd 4686 (1990).

<sup>9</sup> *Review of . . . 68.104 and 68.213 of the Commission’s Rules Concerning Connection of Simple Inside Wiring to the Telephone Network and Petition for Modification of . . . 68.213 of the Commission’s Rules* filed by the Electronic Industries Association, CC Docket No. 88-57, - FCC Rcd - (1997).

<sup>10</sup> Contrary to the allegations of certain CLECs, SWBT’s policy is to deploy facilities and demarcation points based upon the wishes of the property owner. SWBT’s tariffs and contracts currently provide that, even if SWBT has wired the building, the

Property owners have a clear proprietary interest in protecting the aesthetics and safety of their structures and tenants, and should be allowed to decide how carriers are given access to those premises based on the availability of space and other considerations. Unfettered or “piggyback” access, as apparently proposed in the TFNPRM/NPRM, could unlawfully denigrate those private property rights.

The location of the point of interface is and should be the decision of the property owner. So long as *all* carriers have a general opportunity to negotiate access to MDUs and MTUs, discrimination should not be an issue. In fact, discrimination occurs *today* where CLECs have negotiated an exclusive access agreement with the property owner and wired the premises in such a way as to exclude other carriers or have obtained an agreement with the property owner to prohibit other carriers from obtaining access to the property.<sup>11</sup> Policies of this type discriminate against the ILEC, not the CLEC, and give the CLEC an unfair advantage. Both CLECs and ILECs should have the opportunity to negotiate access to MDUs/MTUs in most instances.<sup>12</sup>

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property owner may terminate the contract with SWBT and obtain control of the wiring for the depreciated costs incurred by SWBT to wire the owner’s premises. SWBT’s Texas tariff also allows the premises owner “free” use of those facilities on request. (SWBT General Exchange Tariff, . 23, Sheet 28, . 14). It also bears noting that having multiple points of demarcation is frequently cheaper for the property owner because he/she must bear the costs of construction, maintenance, and riser management beyond the demarcation point. Moreover, many of the existing buildings were constructed as multiple demarcation arrangements prior to a time when there was a choice between single and multiple demarcation points.

<sup>11</sup> A potential example of such an arrangement is FirstWorld’s arrangement with the Mills Corporation relating to a retail shopping center in California known as the “Block at Orange.” That arrangement is the subject of a complaint and investigation currently pending before the California Public Utilities Commission. *Pacific Bell v. FirstWorld Communications*, Case No. 99 04 046 (filed April 28, 1999). Other examples may be found in CLEC access agreements with the developers of new subdivisions.

<sup>12</sup> There may be situations where this general rule either does not or should not apply. For example, Texas Utilities Code exempts “an institution of higher education” from the nondiscrimination requirements of . 54.529(a) of that Code. Tx. PURA 1997, Art. 1446c, . 54.259(b), reproduction attached.

**VI. Exclusive Marketing Agreements Should Be Permitted, But As A General Rule Exclusive Access Arrangements Should Not Be Allowed.**

The NPRM asks whether exclusive contracts between carriers and property owners should be prohibited. (Para. 64). A blanket prohibition on such arrangements should be avoided, and the matter evaluated based on the particular facts and circumstances of each case.

There are many types of exclusive arrangements that are valid business tools and which should continue to be permitted. Examples are agreements between property owners and suppliers for the exclusive “marketing” of products and services. Such arrangements serve many valid business purposes which can benefit premises owners and their tenants alike, such as the payment of commissions to the property owners and discounted or packaged services for their tenants.<sup>13</sup>

What should be generally avoided are exclusive “access” agreements, preventing a provider from serving a customer seeking its service. It is that type of exclusive access arrangement that “locks out” or “limits” competition. Where, generally, both CLECs and ILECs have an opportunity to negotiate access with the property owner, subject to reasonable space limitations and other considerations, competitive problems should be minimized.

**VII. This Is Not The Proper Proceeding For Addressing The Scope And Availability Of Unbundled Network Elements.**

The NPRM seeks comments on the potential treatment of in-building riser cable and space owned by an ILEC as an unbundled network element (“UNE”). (Para. 51). SBC agrees with Commissioners Powell and Furchtgott-Roth that it is inappropriate to use this docket as the vehicle to introduce yet another possible UNE or UNEs, and that the Commission should not deal with the issue “piecemeal” without the thorough and

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<sup>13</sup> Another example of an activity which should be allowed is an exclusive advertising or sponsorship relationship with a tenant, user, or owner of a multipurpose sports facility or a multipurpose sports and entertainment facility. It is not uncommon in those instances for the sponsor to have an investment in the facility that is tied to exclusive rights.

thoughtful interpretation and application of the “necessary and impair” standard of Section 251(d)(2).<sup>14</sup> In addition, for reasons stated previously, Section 251(c)(3) should not be interpreted to force the result sought by the NPRM in this case – namely, using the statute to potentially take the property and to infringe on the property rights of private owners. Part III, *supra*.

### **VIII. The Commission Should Not Use This Proceeding To Impose Requirements On The States.**

The NPRM seeks comments on the necessity and prospects for adopting a national nondiscriminatory access requirement, on whether the Commission should adopt a uniform demarcation point, and on whether the Commission can impose such requirements on (*i.e.*, preempt) the States. (Paras. 54, 55, 62, 67). Due to space limitations, there can be no such thing as nondiscriminatory access in the purest sense.

Moreover, the state commissions have years of experience in addressing issues involving MDUs and MTUs and many have developed their own solutions. It would be premature at this point to prejudge or preempt the state decisions or laws on those issues, particularly given the nascent state of this record and the multitude of concerns involved.

As for the point of demarcation, SBC believes that the decision on how facilities are to be deployed should continue to be the property owner’s decision. The property owner should be allowed to decide whether the demarcation point is established at a minimum point of entry (“MPOE”) or if multiple demarcation points are established (*e.g.*, as tenants lease space and request such an option); provided that, in most cases, all providers be allowed to negotiate such access as required by some laws, such as the Texas Utilities Code.<sup>15</sup>

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<sup>14</sup> Statement of Commissioner Harold Furchtgott-Roth, Concurring In Part And Dissenting In Part; Separate Statement of Commissioner Michael K. Powell, Concurring.

<sup>15</sup> See Tx. PURA 1997, Article 1446c, .. 54.259 and 54.260, reproduction attached.

**IX. Requiring Access To Existing Wire At MDUs And MTUs Raises A Number Of Technical And Economic Issues.**

The TFNPRM/NPRM seeks comments on the technical issues that would be raised by requiring access to existing wire at MDUs and MTUs. (Para. 63). SBC believes that such access would raise a number of technical and economic issues. Chief among them would be: What type of architecture should be deployed? Who designs the architecture? Who pays for the deployment? How much will it cost? Who maintains the facilities from the point of interface to the tenant? How is the price to be determined? What type of inventory, assignment, service order and installation processes and procedures will be required? Who places the network terminating jumper and what will it cost? Each of these issues needs to be addressed.



**Texas Public Utility Regulatory Act of 1997, Article 1446C:****Sec. 54.259. DISCRIMINATION BY PROPERTY OWNER PROHIBITED.**

- (a) If a telecommunications utility holds a consent, franchise, or permit as determined to be the appropriate grants of authority by the municipality and holds a certificate if required by this title, a public or private property owner may not:
  - (1) prevent the utility from installing on the owner's property a telecommunications service facility a tenant requests;
  - (2) interfere with the utility's installation on the owner's property of a telecommunications service facility a tenant requests;
  - (3) discriminate against such a utility regarding installation, terms, or compensation of a telecommunications service facility to a tenant on the owner's property;
  - (4) demand or accept an unreasonable payment of any kind from a tenant or the utility for allowing the utility on or in the owner's property; or
  - (5) discriminate in favor of or against a tenant in any manner, including rental charge discrimination, because of the utility from which the tenant receives a telecommunications service.
- (b) Subsection (a) does not apply to an institution of higher education. In this subsection, "institution of higher education" means:
  - (1) an institution of higher education as defined by Section 61.003, Education Code; or
  - (2) a private or independent institution of higher education as defined by Section 61.003, Education Code.
- (c) Notwithstanding any other law, the commission has the jurisdiction to enforce this section.

(V.A.C.S. Art. 1446c-0, Secs. 3.2555(c), (e), (g).)

**Sec. 54.260. PROPERTY OWNER'S CONDITIONS.**

- (a) Notwithstanding Section 54.259, if a telecommunications utility holds a municipal consent, franchise, or permit as determined to be the appropriate grant of authority by the municipality and holds a certificate if required by this title, a public or private property owner may:
  - (1) impose a condition on the utility that is reasonably necessary to protect:
    - (A) the safety, security, appearance, and condition of the property; and
    - (B) the safety and convenience of other persons;
  - (2) impose a reasonable limitation on the time at which the utility may have access to the property to install a telecommunications service facility;

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- (3) impose a reasonable limitation on the number of such utilities that have access to the owner's property, if the owner can demonstrate a space constraint that requires the limitation;
  - (4) require the utility to agree to indemnify the owner for damage caused installing, operating, or removing a facility;
  - (5) require the tenant or the utility to bear the entire cost of installing, operating, or removing a facility; and
  - (6) require the utility to pay compensation that is reasonable and nondiscriminatory among such telecommunications utilities.
- (b) Notwithstanding any other law, the commission has the jurisdiction to enforce this section.

### **Certificate of Service**

On this 27<sup>th</sup> day of August, 1999, I, Mary Ann Morris, hereby certify that the Comments of SBC Communications Inc. in CC Docket 96-98, WT Docket No. 99-217 have been served upon the parties listed in the Service List attached to the Comments of SBC Communications Inc.

/s/ Mary Ann Morris

August 27, 1999

INTERNATIONAL TRANSCRIPTION SERVICE  
1231 20TH ST NW  
WASHINGTON DC 20036

MAGALIE ROMAN SALAS  
OFFICE OF THE SECRETARY  
FEDERAL COMMUNICATIONS COMMISSION  
THE PORTALS  
445 TWELFTH STREET SW  
ROOM TW-A325  
WASHINGTON DC 20554

LAWRENCE G MALONE  
PUBLIC SERVICE COMMISSION  
OF THE STATE OF NEW YORK  
THREE EMPIRE STATE PLAZA  
ALBANY NY 12223-1350

WALTER STEIMEL JR  
HUNTON & WILLIAMS  
COUNSEL FOR ELECTRIC UTILITIES COALITION  
1900 K STREET NW  
SUITE 1200  
WASHINGTON DC 20006

ROBERT N KITTEL  
DEPARTMENT OF THE ARMY  
UNITED STATES ARMY LEGAL SERVICES AGENCY  
901 NORTH STUART STREET  
ARLINGTON VA 22203-1837

SHIRLEY S FUJIMOTO  
CHRISTINE M GILL  
McDERMOTT, WILL & EMERY  
COUNSEL FOR COMMONWEALTH EDISON CO., DUKE  
ENERGY CORP & SOUTHERN CO.  
600 13<sup>TH</sup> STREET  
WASHINGTON DC 20005

PETER ARTH JR  
LIONEL B WILSON  
JONADY HOM SUN  
PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVE  
SAN FRANCISCO CA 94102

PATRICK DONOVAN  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
COUNSEL FOR CAPITAL TELECOMMUNICATIONS INC  
3000 K STREET NW  
SUITE 300  
WASHINGTON DC 20007-5116

RUSSELL M BLAU  
KATHY L COOPER  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
COUNSEL FOR WINSTAR WIRELESS INC  
3000 K STREET NW  
SUITE 300  
WASHINGTON DC 20007-5116

ELAINE REISS ESQ  
DEPARTMENT OF INFORMATION TECHNOLOGY  
AND TELECOMMUNICATIONS OF THE CITY  
OF NEW YORK  
11 METROTECH CENTER  
BROOKLYN NY 11201

EDWARD W KIRSCH  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
COUNSEL FOR LIGHTSHIP TELECOM LLP  
3000 K STREET NW  
SUITE 300  
WASHINGTON DC 20007-5116

NORMAN B SALES ESQ  
CITY OF RICHMOND, VIRGINIA  
OFFICE OF THE CITY ATTORNEY  
SUITE 300  
900 EAST BROAD STREET  
RICHMOND VA 23219

MICHAEL D HESS ESQ  
BRUCE REGAL ESQ  
OFFICE OF THE CORPORATION COUNSEL OF  
THE CITY OF NEW YORK  
100 CHURCH STREET  
NEW YORK NY 10007

FREDRIC V SHOEMAKER  
COSHO, HUMPHREY, GREENER & WELSH, P.A.  
CARNEGIE BUILDING  
815 WEST WASHINGTON STREET  
BOISE IDAHO 83702

EDWARD P DUNPHY ESQ  
CORPORATION COUNSEL OF THE CITY OF  
WHITE PLAINS  
MUNICIPAL BUILDING  
255 MAIN STREET  
WHITE PLAINS NY 10601

WARD F HOPPE  
HOPPE & HARNER  
SUITE 303 CORNHUSKER BANK BUILDING  
1101 CORNHUSKER HIGHWAY  
LINCOLN NEBRASKA 68521

HOWARD C STROSS  
STROSS LAW FIRM  
33920 U S 19 NORTH SUITE 351  
PALM HARBOR FL 34684-2650

JOHN T FLATTERY  
THE WORTHING COMPANIES  
800 MT VERNON HIGHWAY  
SUITE 350  
ATLANTA GA 30328

AUBREY L LAYNE JR  
GREAT ATLANTIC  
REAL ESTATE - PROPERTY MANAGEMENT  
HARBOUR CENTRE  
2 EATON STREET  
SUITE 1100  
HAMPTON VA 23669

ELAINE GARDNER  
EPOCH MANAGEMENT INCORPORATED  
200 SOUTH ORANGE AVENUE  
SUITE 2800  
ORLANDO FL 32801

BARBARA L YAMARICK CPM  
BRANDYWINE REALITY TRUST  
14 CAMPUS COULEVARD  
SUITE 100  
NEWTOWN SQUARE PA 19073-3280

CLAY W HAMLIN, III  
CORPORATE OFFICE PROPERTIES TRUST  
401 CITY AVENUE  
SUITE 615  
BALA CYNWYD PA 19004-1126

MARSHA E WILSON  
LA CROSSE APARTMENT CARRIAGE HOMES  
100 CROSSROADS BLVD  
BOSSIER CITY LA 71111

ROBERT BRODY  
THE BRODY COMPANIES  
4190 TELEGRAPH ROAD  
SUITE 1000  
BLOOMFIELD HILLS MI 48302-2080

PAUL B WHITTY  
GREENEBAUM DOLL & MCDONALD PLLC  
3300 NATIONAL CITY TOWER  
101 SOUTH FIFTH STREET  
LOUISVILLE KENTUCKY 40202-3197

JEFFREY A HARRIS  
POST PROPERTIES INC  
ONE RIVERSIDE  
4401 NORTHSIDE PARKWAY  
SUITE 800  
ATLANTA GA 30327-3057

JOSHUA GLAZOV  
U S REALTEL INC  
100 SOUTH WACKER DRIVE  
SUITE #850  
CHICAGO ILLINOIS 60606

GRETCHEN OVERDURFF, CMCA®, AMS, RCM  
GREENBELT HOMES INC  
HAMILTON PLACE  
GREENBELT MD 20770

NANCY J GARNER  
WOOLSON REAL ESTATE COMPANY INC  
2715 HOUSTON HIGHWAY  
VICTORIA TX 77901

JOHN J KEHRES  
BLACK ROCK CABLE  
2544 MT BAKER HWY  
BELLINGHAM WA 98226

ROBERT S AISNER  
AMLI RESIDENTIAL  
16250 PARKWAY  
SUITE 100  
DALLAS TX 75248-2622

LISA A HUNTER  
CLARK COUNTY HOME BUILDERS ASSOCIATION  
5007 NE ST JOHNS ROAD  
VANCOUVER WA 98661

J CHRISTIE DAVENPORT  
CLARK WHITEHILL  
4224 HOLLAND ROAD  
SUITE 104  
VIRGINIA BEACH VIRGINIA 23452

HELEN B ETKIN  
ETKIN & CO  
30600 TELEGRAPH ROAD  
SUITE 1200  
BINGHAM FARMS MI 48025-4531

GARY PARRETT  
MCNEIL REAL ESTATE MANAGEMENT INC  
13760 NOEL ROAD  
SUITE 600, LB70  
DALLAS TX 75240

TOM BRADEMAS JR  
CENTER MANAGEMENT CORPORATION  
425 N MICHIGAN  
SUITE 500  
P O BOX 4077  
SOUTH BEND INDIANA 45634-4077

SHERRY DUNCAN  
WINGATE FALLS  
4801 BAKER GROVE ROAD  
ACWORTH GA 30101

JOHN R PANKRATZ  
RIVER PARK DEVELOPMENT CO  
P O BOX 828  
WAUKESHA WI 53187-0828

PHIL H CARLOCK  
ECI MANAGEMENT CORPORATION  
SUITE 100  
2700 DELK ROAD  
MAIETTA GEORGIA 30067

MICHAEL B SMITH  
SIGNATURE MANAGEMENT CORPORATION  
3850 HOLCOMB BRIDGE ROAD  
SIOTE 215  
NORCROSS GA 30092

DAVID M STRONG  
WELLSFORD REAL PROPERTIES  
1623 BLAKE STREET  
SUITE 270  
DENVER CO 80202

CARTER B EWING  
KOLL DEVELOPMENT COMPANY  
1200 17<sup>TH</sup> STREET  
SUITE 550  
DENVER CO 80202

TED FREYER  
CRESCENT  
4 HOUSTON CENTER  
1200 MCKINNEY  
SUITE 545  
HOUSTON TX 77010

ROBERT J WAHLKE  
TOWNE PROPERTIES ASSET MANAGEMENT COMPANY  
1055 ST PAUL PLACE  
CINCINNATI OH 45202-1687

MARK W COPELAND  
ALLIANCE RESIDENTIAL MANAGEMENT LLC  
4300 ALPHA ROAD  
SUITE 103  
DALLAS TX 75244

STAN ALTMAN  
THE ALTMAN GROUP OF COMPANIES  
115 NEW STREET  
P O BOX 6  
GLENSIDE PA 19038

CINDY KEMPER  
ALVARADO REALTY COMPANY  
#10 TRAMWAY LOOP N E  
ALBUQUERQUE NM 87122-20174

STANELY R FIMBERG  
9777 WILSHIRE BOULEVARD  
SUITE 820  
BEVERLY HILLS CA 90212

RICHARD BIGHINATTI  
BEACON RESIDENTIAL MANAGEMENT  
6507 SUGAR MAPLE CRIVE  
RICHMOND VA 23225-5718

THOMAS S BOZZUTO  
THE BOZZUTO GROUP  
6401 GOLDEN TRIANGEL DRIVE  
SUITE 200  
GREENBELT MD 20770-3203

BRENDA MELTON  
BRANDON GLEN  
1500 EAST VIEW ROAD  
COVERS GA 30012

WILLIAM A BUTH  
GREATER ST PAUL BOMA  
W-2950 FIRST NATIONAL BANK BUILDING  
332 MINNESOTA STREET  
SAINT PAUL MN 55101-1379

PHILLIP A STEVENS  
BURTONSVILLE OFFICE PARK LIMITED PARTNERSHIP  
3905 NATIONAL DRIVE  
SUITE 250  
BURTONSVILLE MD 20866

JOHN HOOD  
CARBON DEVELOPMENT CORPORATION  
16250 NORTH DALLAS PARKWAY  
SUITE 111  
DALLAS TX 75248

DEAN R DEVILLERS  
CHARTER PROPERTIES INC  
SUITE 300  
1100 S TRYON ST  
CHARLOTTE NC 28203

PATRICIA M BLASI  
9955 N W 116<sup>TH</sup> WAY  
SUITE 10  
MIAMI FL 33178

MARK A DECKER  
COLONIAL PROPERTIES TRUST  
1130 ISLAND LAKE DRIVE  
LAKE MARY FL 37746

ROBERT L TURPIN  
DAYTON METROPOLITAN HOUSTIN AUTHORITY  
400 WAYNE AVENUE  
DAYTON OH 45410-1106

EUGENE J BURGER  
EUGENE BURGER MANAGEMENT CORPORATION  
481 VIA HIDALGO  
GREENBRAE CA 94904

ELLIOT BERNOLD  
EDGEWOOD MANAGEMENT CORPORATION  
SILVER SPRING METRO PLAZA II  
8403 COLESVILLE ROAD  
SUITE 400  
SILVER SPRING MD 20910

HENRY HIRSCH  
ECI MANAGEMENT CORPORATION  
SUITE 100  
2700 DELK ROAD  
MARIETTA GA 30067

RUSSELL VANDENBURG  
EPT MANAGEMENT COMPANY  
6090 SURETY DRIVE  
SUITE 102  
EL PASO TX 79905

MARK L WESHINSKEY  
FIRST CENTRUM LLC  
21400 RIDGETOP CIRCLE  
SUITE 250  
STERLING VA 20166

GLEASON E AMBOY  
FIRST HOUSING CORPORATION  
4275 FIVE OAKS DRIVE  
LANSING MI 48911

FRANK BASILE  
GENE B GLICK COMPANY INC  
P O BOX 40177  
8330 WOODFIELD CROSSING BLVD  
SUITE 200  
INDIANAPOLIS IN 46240

STAN SADDORIS  
GENERAL GROWTH PROPERTIES INC  
400 SOUTH HIGHWAY 169  
SUITE 800  
MINNEAPOLIS MN 55426

COLIN E BARKER  
THE GIPSON CO  
7 PIEDMONT CTR  
SUITE 150  
ATLANTA GA 30305

MICHAEL STEINER  
HENDERSEN – WEBB INC  
1025 CRANBROOK ROAD  
HUNT VALLEY MD 21030

LINDA D HORNE  
HORNE COMPANIES INC  
7301 WARFIELD ROAD  
GAITHERSBURG MD 20879

JOHN F O'MEARA  
INVERNESS PROPERTIES LLC  
2 INVERNESS DRIVE EAST  
SUITE 200  
ENGLEWOOD CO 80112

JOHN PRICE  
J P REALTY INC  
PRICE DEVELOPMENT COMPANY,  
LIMITED PARTNERSHIP  
35 CENTURY PARK-WAY  
SALT LAKE CITY UT 84115

MICHAEL D ROCQUE  
CAMCO INC  
1201 NORTH CLARK STREET  
SUITE 400  
CHICAGO IL 60610-2270

DEBBIE DILLON  
L & B REALTY ADVISORS INC  
8750 NORTH CENTRAL EXPRESSWAY  
SUITE 800  
DALLAS TX 75231-6437

CRAIG LLOYD  
LLOYD COMPANIES  
3101 WEST 41<sup>ST</sup> STREET  
SUITE 203  
SIOUX FALLS SD 57105

EDWARD L DAVIDSON JR  
MID-ATLANTIC REALTY COMPANY INC  
248-C PRESIDENTIAL DRIVE  
GREENVILLE DE 19807

MICHAEL C BOREE  
NEW MILLENIUM ENTERPRISE INC  
P O BOX 261002  
HIGHLANDS RANCH CO 80163-1002

TAMMY ESPONGE  
THE APARTMENT ASSOCIATION OF GREATER  
NEW ORLEANS  
3017 HARVARD AVENUE  
SUITE 201  
METAIRIE LA 70006

WENDY LEISU  
THE OLNICK ORGANIZATION INC  
110 EAST 59<sup>TH</sup> STREET  
20<sup>TH</sup> FLOOR  
NE W YORK NY 10022

T EDGIE RUSSEL III  
PARTNERS MANAGEMENT COMPANY  
105 W CHESAPEAKE AVENUE  
SUITE 307  
TOWSON MD 21204

HOWARD W EDISON  
PARTNERSHIP CONCEPTS REALTY MANAGEMENT INC  
SUITE 26  
201 EAST OGDEN AVENUE  
HINSDALE IL 60521-3697

KERRIE FALCO  
PLANTATION RIDGE  
1022 LEVEL CREEK ROAD  
SUGAR HILL GA 30518

EDWARD RIBBECK  
PYRAMID DEVELOPMENTS LLC  
3101 LAKE STREET  
LAKE CHARLES LA 70601

STEVEN SPINOLA  
THE REAL ESTATE BOARD OF NEW YORK INC  
570 LEXINGTON AVENUE  
NEW YORK NY 10022

INGRID L REGAL  
REGAL CREST VILLAGE  
13275 W BURLEIGH ROAD  
BROOKFIELD WI 53005

DOUGLAS J GROPPENBACKER  
RE/MAX COMMERCIAL INVESTMENT  
7110 E MCDONALD DRIVE  
SUITE A-1  
SCOTTSDALE AZ 85283-5426

ROBERT GRINCHUK  
THE SAN DIEGO COUNTY APARTMENT ASSOCIATION  
2727 CAMINO DEL RIO SOUTH  
SUITE 327  
SAN DIEGO CA 92180

MARK SILVERWOOD  
SILVERWOOD ASSOCIATES INC  
107 LOUDOUN STREET S E  
LEESBURG VA 20175

WILLIAM H HALPRIN  
S L NUSBAUM REALTY CO  
1000 NATIONSBANK CENTER  
ONE COMMERCIAL PLACE  
NORFOLK VA 23510

JAMES L POCHLMAN  
T & C MANAGEMENT SERVICES INC  
579 D'ONOFRIO DRIVE  
SUITE 10  
MADISON WI 53719-2838

MIKE SMITH  
THOMPSON THRIFT DEVELOPMENT  
1100 SPRUCE ST  
TERRE HAUTE IN 47807

THOMAS RAGAUSKIS  
T J ADAM & COMPANY  
480 EAGLE DRIVE  
ELK GROVE VILLAGE IL 60007

DANIEL J LIPNICK  
TRANSWORLD PROPERTIES INC  
BANK ONE CENTER  
910 TRAVIS STREET  
SUITE 800  
HOUSTON TX 77002

WAYNE A VANDENBURG  
TVO REALTY PARTNERS  
70 EAST LAKE STREET  
SUITE 600  
CHICAGO IL 60601

WILLING L BIDDLE  
URSTADT BIDDLE PROPERTIES INC  
321 RAILROAD AVENUE  
GREENWICH CT 06830

KEVIN P KELLY  
LEON N WEINER & ASSOCIATES INC  
ONE FOX POINT CENTRE  
4 DENNY ROAD  
WILMINGTON DE 19809

DEBRA L BENEIT  
WHIT4E BIRCH APARTMENTS  
9239 NORTH 75<sup>TH</sup> STREET  
MILWAUKEE WI 53223

PENNY NICHOLS  
WINDSOR AT QUIET WATERS  
11 NORTHWEST 45<sup>TH</sup> AVENUE  
DEERFIELD BEACH FL 33442

RUSS ENDRES  
WISCONSIN MANAGEMENT COMPANY INC  
2040 SOUTH PARK STREET  
MADISON WI 53713

BRENDA BROOKS  
ALLEN HOUSE APARTMENTS  
3601 ALLEN PARKWAY  
HOUSTON TX 77019

BOB FRENCH  
COLONIAL PROPERTIES TRUST  
1665 WESLEYAN DRIVE # 1014  
MACON GA 31210

PAUL J WALTER  
HOUSING AUTHORITY - CITY OF ANTIGO  
PARK VIEW MANOR  
535 THIRD AVE  
ANTIGO WI 54409-2262

TODD R FRED  
TRUST PROPERTY MANAGEMENT  
12000 FORD ROAD  
SUITE 245  
DALLAS TX 75234

DEBRA L BENOIT  
RIDGEDALE APARTMENTS  
7740 WEST GRANGE AVENUE  
GREENDALE WI 53129

DONNA R BALDWIN  
GARDEN COURT INC. DBA PINE CREST APARTMENTS  
3734 EAST LA SALLE STREET  
COLORADO SPRINGS CO 80909

JENNIFER ROBERTSON  
WINDSOR AT BUTTERNUT RIDGE  
5800 GREAT NORTHERN BOULEVARD  
NORTH OLMSTED OH 44070

TAMMY VAUGHAN  
WINDSOR AT OLD BUCKINGHAM STATION  
1301 BUCKINGHAM STATION DRIVE  
MIDLOTHIAN VA 23113

SUE KERLEY  
WINDSOR AT RIVER HEIGHTS  
3702 RIVER HEIGHTS CROSSING  
MARIETTA GA 30067

KELLY PERKINS  
WINDSOR AT STERLING PLACE  
5399 COACHMAN ROAD  
COLUMBUS OH 43220

CONNIE SIMMONS  
WINDSOR AT PINE RIDGE  
7100 DUCKETTS LANE  
ELKRIDGE MD 21075

MARY ELLEN KLAMM  
WINDSOR VILLAGE AT HAUPPAUGE  
1312 DEVONSHIRE ROAD  
HAUPPAUGE  
LONG ISLAND NY 11788-4599

HOWARD C STROSS  
STROSS LAW FIRM  
33920 U S 19 NORTH  
SUITE 351  
PALM HAVOR FL 34684-2650