

**Florida Apartment Association**

**FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Undocketed Special Project:  
Access by Telecommunications Companies  
to Customers in Multi-Tenant Environments.

Undocketed Special Project No. 980000B-SP

Submitted by:

Florida Apartment Association  
Jodi L. Chase  
Broad and Cassel  
215 S. Monroe Street, Suite 400  
Tallahassee, FL 32301  
850-681-6810

## SUMMARY OF POSITIONS

The Florida Apartment Association ("FAA") is comprised of owners and managers of multi-tenant residential properties. FAA members manage approximately 260,000 residential units in the state. The FAA believes mandatory direct access is unnecessary to promote competition.

Competition for telecommunications services exists today in the residential market on the community level. Existing communities offer many choices. Residents choose their preferred community based upon the services offered by the property owner. Renters select telecommunications services when they shop for an address. If a renter wants a particular phone provider, they are able to find a community that offers service through that provider in their preferred geographic area.

Property owners today have the ability to choose and change providers and will do so based on market demands. Thus, telecommunication providers compete for the ability to provide service to entire residential communities.

The issue presented is whether individual residential renters should be considered "customers" in multi-tenant environments. The Florida Apartment Association believes that the customer is the community and that residential competition already exists on the community level. Direct access to residential apartment customers is unwieldy, presents many logistic, safety and liability concerns, and might be an unconstitutional taking. The Florida Apartment Association believes that direct access should not include

residential communities where the resident does not have an ownership interest in the property. However, if the Public Service Commission determines providers must have direct access to individual renters, then it must take several issues into account.

Florida's residential properties are built with a variety of characteristics. Some are low income housing, some offer full amenities such as technology in each unit. Some communities are a single highrise building, some are campus style, and some are cinderblock construction. Some serve military personnel. Some serve students. These varying styles, price points, populations and locations do not lend themselves to a one-size-fits-all solution to the access issue. The length of tenancy is typically very short (less than one year in most cases) in a residential apartment setting, further complicating logistic issues.

Any access law must take into account the property rights held by the owner, as well as the right of a tenant to quiet enjoyment of their unit. An access law that allows constant wiring and re-wiring of properties based on any telecommunication provider's desire is not acceptable. Owners cannot tolerate destruction of their property or disruption in their communities on a regular and ongoing basis. Markets and the ability to enter into contracts must also be considered. Liability is a further concern.

## DISCUSSION

### I. In general, should telecommunications companies have direct access to customers in multi-tenant environments?

Direct access might be sensible in some settings. However, there are no public policy reasons to mandate direct access in the residential setting where the resident has no ownership interest in the property.

The only conceivable public policy reason for mandating direct access is to promote competition. If competition exists in certain markets, then direct access is not necessary in that market. The residential apartment market is distinct from the commercial or other residential markets. Competition already exists in the residential market.

In residential non-owner communities, the choice of telecommunications providers is market driven. In fact, the Federal Trade Commission exempts the acquisition of rental residential property from the Hart-Scott-Rodino premerger notification rules because these assets "are abundant and their holdings are generally unconcentrated." 61 Fed. Reg. 13669 (Mar. 28, 1996); 16 C.F.R. §802. The high level of fragmentation in the market means that no individual owner has any significant degree of market power. Because of the resulting competition, building operators must respond to the needs of tenants by accommodating requests for service.

Property owners carefully design communities to appeal to certain demographics. They vary their communities to attract

renters from a particular socio-economic strata, geographic area, or even design communities based on the length of stay, such as student housing. They use amenities to attract renters. Renters select amenities when they shop for their address.

Marketing an apartment community must be done very carefully. Apartments, unlike snack foods, can't be moved if the developer or owner "guessed" the market wrong. Thus, the market is closely examined. Owners profile renters. If renters in a particular market area prefer a particular telecommunications provider, owners will see that the desired service is provided.

Competition for residential units is fierce. An owner can fail to fill their units by making a simple mistake. For example, in certain areas renters will not move into a community if they cannot transfer their existing phone number or cannot obtain high speed internet.

Many apartment units in Florida are owned by publicly traded companies. These owners have a fiduciary duty to return value to shareholders. They will provide whatever services are economically feasible to ensure high occupancy rates. If more than one telecommunication provider is demanded by the market, owners will respond.

Many providers compete to service a community. Usually the property owner enters into an agreement with a provider to bring service to the entire property. The ability to guarantee the entire community to a service provider helps new and smaller companies compete. Without guaranteed volume, these smaller

competitors cannot justify the cost of competing for just a few customers. Direct access will be a barrier to competition for small companies.

Additionally, the competition for an entire community keeps prices low. Each provider offers its best deal to the owner. When all providers are guaranteed access to all units, the incentive to compete is gone. *Prices will go up.*

In short, no barrier to competition exists in the residential multi-tenant market. Rather, competition exists between providers who compete to serve entire properties. Thus, government does not need to create artificial rules.

## II. A. How should "multi-tenant environment" be defined?

"Multi-tenant environment" should not include residential properties where the occupant has no ownership interest. It should not include tenancies shorter than 13 months.

Direct access in a non-ownership setting results in confusion for the entire property. Can tenants change providers monthly? Would buildings be violated and construction personnel be on site constantly?

The renter does not own the property and has no right to alter the unit. Direct access grants non-owners new rights that override the owner's rights. This holds true for short-term renters as well. These units experience 60 percent turnover per year. Choice in this setting is impossible to manage.

**B. What services should be included in direct access?**

FAA opposes direct access in the residential setting where residents have no ownership interest. However, if direct access is mandated, it should only include basic service.

Not all properties are in a market where other services are in demand. For example, some high-end student housing includes internet. In other communities, internet access is never demanded.

Until competition exists in the video market, it should not be considered. Property owners are anxious to give residents access to all types of video programming services, but property owners must retain full authority to control the location and manner of installation.

Our best example of experience with direct access comes from other countries. The Czech Republic has direct access for satellite services. Their skyline is littered with dishes. Citizens would oppose this, as evidenced by the dislike of wireless facilities.

**C. 1. In promoting a competitive market, what restrictions to direct access should be considered?**

Direct access cannot include destruction of property or disruption in communities.

Most apartment communities do not have a "phone room" or conduit. Service is provided through a box outside the buildings or inside a single unit. Inside wires run through the ceilings and attics. Access to facilities is through someone's apartment. No

renter will live in a building where workers are always fishing wires through the wall.

Many apartments are constructed with a mandatory fire wall between every two units. The fire wall cannot be breached. How will wiring be accomplished? The PSC is not in a position to develop and enforce comprehensive safety regulations. Those matters are appropriately governed by state and local building codes.

If the fire wall is breached and not repaired, the telecommunication provider who caused the damage must be liable for any resulting injuries. Property owners must be granted statutory immunity.

In many properties, the ground and parking lots must be dug up to bury wire. Holes and trenches scattered on a property are unacceptable. Even single routes are unacceptable if they are regularly dug up.

Aesthetic considerations undeniably affect property values. Wire nests outside buildings are unacceptable. Subsequent providers sometimes inadvertently interrupt current service. The property owner pays for this mess with high vacancy rates.

Just as telecommunication providers are not experts in property management, owners are not telecommunications experts. However, direct access might be acceptable if all service is provided through a single set of wires. In addition, providers would have to repair any and all damage or changes to the property, and all wiring must be underground. A bond guaranteeing payment

for property repair should be posted. Providers should bear legal liability for damage and personal injury. Providers should have to provide some sort of guarantee of service to owners and renters. No direct access should be allowed for tenancies of less than 13 months. Turnover rates in the non-owner residential market are simply too high to make direct access work without a 13-month threshold.

**C. 2. In what instances would exclusionary contracts be appropriate and why?**

Exclusive contracts for a zip code or area code are not appropriate. However, on the community level, exclusive contracts promote competition. They should be encouraged.

Exclusive contracts guarantee volume. New and smaller companies need guaranteed volume to justify the expense of entering the market. Only large companies can compete without guaranteed volume.

Exclusive contracts also result in lower prices to users. Providers compete on price to win the ability to serve communities. Property managers like to promote low cost service. Guaranteed direct access evaporates the incentive to offer lower prices. Providers don't have to bring an owner a "better deal" to win the community. In addition, a provider can serve a large number of customers at a lower cost per capita.

With 60 percent turnover rates, providers would face an administrative nightmare keeping track of customers. In any given

year, a provider may have to connect or disconnect the same unit a number of times. Exclusive contracts carry a guaranteed term of service. This lowers costs.

All current contracts should be honored. Owners should have the ability to renew existing contracts as well.

A property owner must have the right to enter into a contract with any person who has access to the buildings. This is the only rational way to manage the property and protect the persons and property of all involved.

**D. Please address issues related to easements ... and other issues related to access.**

Physical issues related to equipment, protection, maintenance, repairs, or liability are addressed above. The FAA can only accept direct access if no physical damage occurs.

Easements would cloud title and should not be legislatively mandated.

**E. Are there instances in which compensation should be required?**

Compensation in the non-owner residential setting is appropriate on a limited basis.

Some properties own the wiring on and inside their property. This asset is sometimes sold outright to a provider. Property owners should have the right to sell their property for fair market value, even if the property is wires.

Some owners charge a fee to lease space to telecommunications providers. This should be preserved.

Lastly, many property owners charge a fee to telecommunication companies to cover the cost of maintenance and repair, or to indemnify for damage. This, too, should be preserved. In the alternative, a bond should be required.

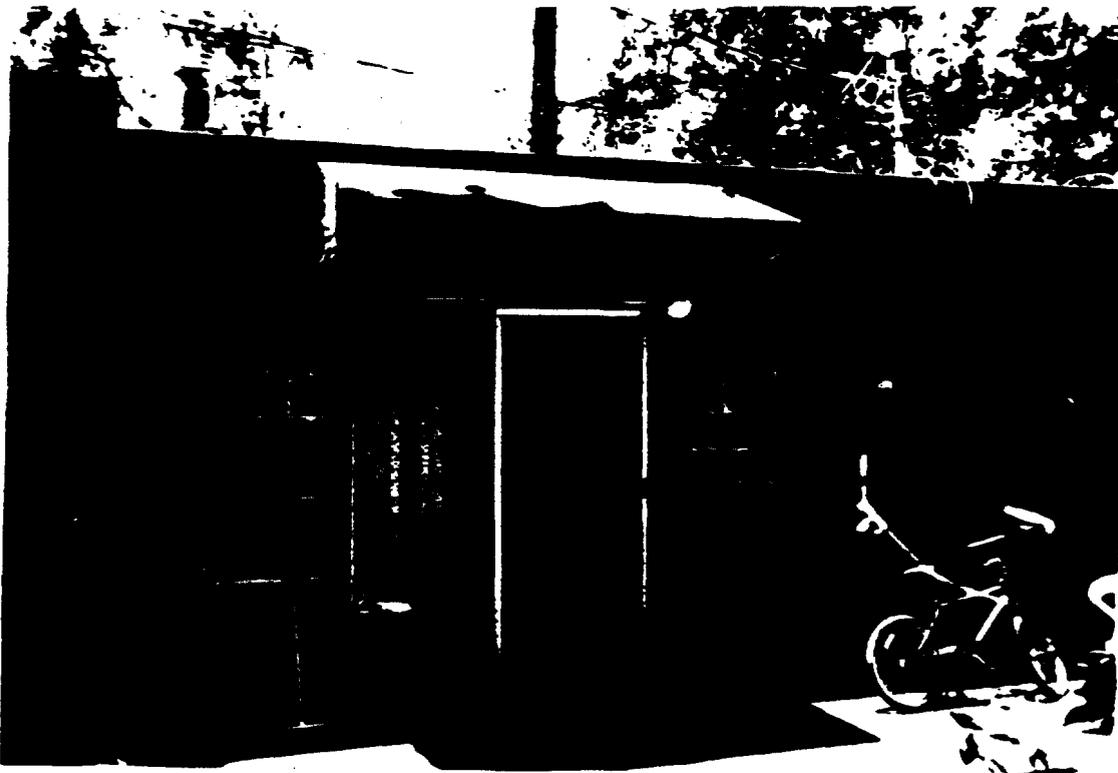
### **III. Conclusion**

Direct access seeks to open competition for telephone service to residents of apartment communities. However, direct access is not necessary in the non-owner residential market because competition already exists in this market. It would create chaos on apartment properties as residents move in and out. It will lead to a deterioration in service and an increase in cost for residents. It will violate private property rights. The FAA opposes direct access in the non-owner residential setting.

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bundled phone and  
cable wires and  
security wires -  
electrical wires in  
conduit



phone and cable  
and security  
wires - partial  
conduit (left  
side of door)



bundled phone, cable  
and security wires -  
note multiple wires  
running through eaves



poor exterior cable  
installation - draped  
on outside of building  
by installer

**Intermedia Communications, Inc.**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Undocketed Special Project )  
by Telecommunications Companies )  
to Customers in Multi-Tenant )  
Environments. )

DOCKET NO.: 980000B-SP

FILED: 7-29-98

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RECORDS AND REPORTING

INTERMEDIA COMMUNICATIONS INC.'S  
COMMENTS ON MULTITENANT ISSUES

Intermedia Communications Inc. (Intermedia) hereby submits in the above-referenced matter its initial comments to the issues identified by the staff.

COMMENTS

I. In general, should telecommunications companies have direct access to customers in multi-tenant environments? Please explain. (Please address what need there may be for access and include discussion of broad policy considerations.)

Yes, companies should have access to customers/tenants in multi-tenant environments on a competitively neutral basis that preserves tenant choice of carriers and that does not violate the owner's property rights. Access should not cause any permanent changes to the property, create safety problems, interfere with management functions, or otherwise compromise the owner's property interests. Where access requires a more obtrusive presence, the terms and conditions of that access should be negotiated among the interested persons.

II. What must be considered in determining whether telecommunications companies should have direct access to customers in multi-tenant environments?

The Commission should consider the competing interests of the property owner, the carriers and the tenants, as well as whether direct access is necessary to ensure competitive goals and customer protection. The Commission should recognize, however, that the legislation referring this matter to it for study does not use the term "direct access." That term is used only in Section 364.339 where the tenant is guaranteed direct access by the incumbent. The Commission should avoid pursuing "direct access" for companies as the legislative goal, but rather focus on assuring all companies access that promotes competition, protects consumers, and honors private property rights.

A. How should "multi-tenant environment" be defined? That is, should it include residential, commercial, transient, call aggregators, condominiums, office buildings, new

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facilities, existing facilities, shared tenant services, other?

"Multi-tenant environment" should be defined to include residential environments, commercial environments, condominiums, office buildings, new facilities, existing facilities, and shared tenant service locations. It should not be defined to include call aggregators and locations serving transients (payphones).

- B. What telecommunications services should be included in "direct access", i.e., basic local service (Section 364.02(2), F.S.), Internet access, video, data, satellite, other?

Companies providing services that qualify under Chapter 364 as intrastate telecommunications services should be allowed appropriate access to tenants.

- C. In promoting a competitive market, what, if any, restrictions to direct access to customers in multi-tenant environments should be considered? In what instances, if any, would exclusionary contracts be appropriate and why?

Please see response to Issue I.

- D. How should "demarcation point" be defined, i.e., current PSC definition (Rule 25-4.035, F.A.C.) or federal Minimum Point of Entry (MPOE)?

The Commission definition should be dropped in favor of the federal MPOE. Most states have already adopted the MPOE and it creates consistency across the board.

- E. With respect to actual, physical access to property, what are the rights, privileges, responsibilities or obligations of:

- 1) Landlords, owners, building managers, condominium associations
- 2) Tenants, customers, and users
- 3) Telecommunications companies

In answering the questions in Issue II.E., please address issues related to easements, cable in a building, cable to a building, space, equipment, lightning protection, service quality, maintenance, repair, liability, personnel, (price) discrimination, and other issues related to access.

Please see answer to I above.

F. Based on your answer to Issue II.E. above, are there instances in which compensation should be required? If yes, by whom, to whom, for what and how is cost to be determined?

Please see answer to I above.

G. What is necessary to preserve the integrity of E911?

Companies should have access to customers/tenants in multi-tenant environments in a manner that does not compromise the integrity of E911. The best method for preserving the integrity E911 may vary with the circumstances, and thus should be negotiated among the interested persons.

III. Other Issues Not Covered in I and II.

Intermedia is willing to address other concerns as they arise.

Respectfully submitted, this 29th day of July, 1998.



Patrick Knight Wiggins  
Wiggins & Villacorta, P.A.  
2145 Delta Boulevard (32303)  
Suite 200  
Post Office Drawer 1657  
Tallahassee, Florida 32302  
(850) 385-6007 Telephone  
(850) 385-6008 Facsimile

Counsel for Intermedia  
Communications Inc.

**Sprint-Florida, Inc. and Sprint Communications Company, L.P.**

# AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET  
P.O. BOX 391 (ZIP 32302)  
TALLAHASSEE, FLORIDA 32301  
(850) 224-9115 FAX (850) 222-7560

July 29, 1998

**BY HAND DELIVERY**

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

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

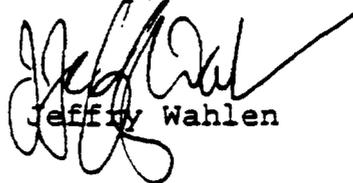
Dear Ms. Bayo:

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

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

Thank you for your assistance in this matter.

Sincerely,

  
J. Jeffrey Wahlen

Enclosure

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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In Re: Access by Telecommunications Companies  
To Customers in Multi-Tenant Environments**

**Docket No. 980000B-SP  
Filed: July 29, 1998**

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**SPRINT CORPORATION'S POSITIONS ON ISSUES**

Sprint-Florida, Inc. and Sprint Communications Company Limited Partnership, submit the following positions on the issues identified by the Staff in the July 17, 1998, Notice of Second Staff Workshop.

**Issues and Positions**

- I. In general, should telecommunications companies have direct access to customers in multi-tenant environments? Please explain. (Please address what need there may be for access and include discussions of broad policy considerations).

**Position:** Yes. Telecommunications carriers should have direct access to customers in multi-tenant environments ("MTE"). The goals of the Telecommunications Act of 1996 ("1996 Act")<sup>1</sup> are to (1) open the local exchange and exchange access markets to competitive entry, (2) promote increased competition in telecommunications markets that are already open to competition, and (3) reform and preserve the system of universal service so that universal service is maintained.<sup>2</sup> These goals are also reflected in the 1995 amendments to Chapter 364, Florida Statutes. The public policy of the United States and the State of Florida includes the development of local exchange competition and giving consumers the power to choose between competing telecommunications carriers and the services they offer.

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<sup>1</sup> Pub. L. No. 104-104, 110 Stat. 56 to be codified at §§ 47 U.S.C. §§ 151 et. seq.

<sup>2</sup> First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98 (August 8, 1996).

Prior to 1995, the Florida Public Service Commission had complete authority to decide who should provide local exchange services in a particular geographic area. It did so by giving a small number of local exchange companies an exclusive franchise to serve all of a discrete geographic area. Congress and the Florida Legislature did not invite competition into the local exchange market so that multi-tenant building owners, property managers and landlords (collectively "landlords") could assume the historical role of the FPSC by deciding which carrier serves an MTE through contract or otherwise. Rather, by enacting 47 U.S.C. § 251(a)(4), which addresses conduit, and the other provisions of the 1996 Act, Congress designed a system where carriers could compete for end user customers on a non-discriminatory, competitively neutral basis.

This kind of competitive environment requires non-discriminatory equal access by certificated carriers at some point on or at the premises of an MTE.<sup>3</sup> To allow otherwise would subordinate the interests of end user customers and the development of competitive local exchange markets to the landlords. Sprint supports an approach to MTEs that balances the interests of affected parties, promotes competition and encourages the development of new technology and services by certificated carriers.

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<sup>3</sup> Determining the location of that point is a critical part of the solution to whatever problems may exist in MTEs. If landlords demand monopoly control over access to customers in an MTE, it may be necessary for the FPSC or some other regulatory authority to regulate MTE landlords through certification, the development of minimum technical and service standards (equipment, lightning protection, etc.) and other means usually associated with the regulation of bottleneck monopolies (including enforcing interconnection responsibilities).

**II. What must be considered in determining whether telecommunications companies should have direct access to customers in multi-tenant environments?**

- A. How should "multi-tenant environment" be defined? That is, should it include residential, commercial, transient, call aggregators, condominiums, office buildings, new facilities, existing facilities, shared tenant services, other?**

**Position:** In general, the term "MTE" should be broadly defined to include all "tenant" situations, whether residential or commercial or single or multiple building; however, it should not include "transients" and certain other sharing arrangements. The definition should include residential condominiums, as well as new and existing facilities. When excluding "transients" and other sharing arrangements, the Commission should adopt the reasoning it used in the 1980s when it declined to certificate entities like hospitals (excluding doctors in private practice with offices in hospitals), dormitories, nursing homes, adult congregate living facilities, continuing care facilities, and retirement homes. These entities provide telephone service to persons who are resident in the facility for short periods of time and would find it impractical to obtain service in their own names for that short period of time.

- B. What telecommunications service should be included in "direct access," i.e., basic local service (section 364.02(2), F.S.), Internet access, video, data, satellite, other?**

**Position:** All telecommunications services as defined in 47 U.S.C. § 153(43)<sup>4</sup> provided by a telecommunications carrier, regardless of access media used, should be included in "direct

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<sup>4</sup> That section states: "The term 'telecommunications service' means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

access.” Absent a rational basis for doing so, excluding some telecommunications services from “direct access” while including others would appear to violate the procompetitive, non-discriminatory framework contemplated in the 1996 Act and the 1995 Amendments to Chapter 364, Florida Statutes.

- C. **In promoting a competitive market, what, if any, restrictions to direct access to customers in multi-tenant environments should be considered? In what instances, if any, would exclusionary contracts be appropriate and why?**

**Position:** Restrictions to direct access to customers in an MTE should only be allowed upon a compelling showing that the restriction is in the public interest. Whether accomplished by new legislation or rules adopted under existing law, there should be a strong rebuttable presumption that any arrangement whereby a telecommunications carrier gets exclusive use of private building riser space, conduit, easements, closet space, and the like, is anti-competitive and unlawful. Any other result would be inconsistent with the pro-competitive purposes behind the 1996 Act and the 1995 Amendments to Chapter 364, Florida Statutes.

- D. **How should “demarcation point” be defined, i.e., current PSC definition (Rule 25-4.0345, F.A.C.) or federal MPOE?**

**Position:** Developing a new definition of “demarcation point” is important to a meaningful resolution of the issues facing carriers, customers and landlords in an MTE. Adopting an MPOE approach to the definition of demarcation point could reduce the physical presence of a carrier’s facilities at an MTE, but could leave landlords in control of, and responsible for significant amounts of wires, cable and other equipment beyond the demarcation point needed to serve customers. FPSC’s current demarcation point rule generally places the demarcation point closer to the customer and minimizes landlord responsibility and control over portions of the

telecommunications network, but presents potential problems when the different tenants in a MTE demand service from different carriers. Revisiting the definition of the demarcation point in MTEs could be a way to balance the interests of customers, carriers and landlords. The FPSC should consider a comprehensive review of its existing rule as an extension of this project. The Commission should consider this a long-term project and devote the necessary resources to its completion.

E. With respect to actual, physical access to property, what are the rights, privileges, responsibilities or obligations of:

- (i) Landlords, owners, building managers, condominium associations
- (ii) Tenants, customers end users
- (iii) Telecommunications companies

In answering the questions in Issue 2.e., please address issues related to easements, cable in a building, cable to a building, space, equipment, lightning protection, service quality, maintenance, repair, liability, personnel, (price) discrimination, and other issues related to access.

**Position:** The rights, privileges, responsibilities or obligations of the various parties implicated in an MTE are complicated. The special project exists so that the FPSC can make policy recommendations to the Legislature. Accordingly, the FPSC should focus more on what the rights and responsibilities among the parties should be than what those rights and responsibilities are.

With that in mind, Sprint offers the following comments:

1. Carriers and landlords share a common interest in serving their common customers. The interests of those customers should be paramount.

2. The 1996 Act and the 1995 Amendments to Chapter 364, Florida Statutes, were intended to promote competition. Competition is intended to help consumers. Solutions to MTE problems that harm competition also harm consumers and should be avoided.
3. To different degrees, both landlords and carriers are already subject to laws and rules that govern their activities. For example, Chapter 83 of Florida Statutes governs residential and non-residential tenancies in Florida. There are many statutes that regulate land use, commercial development, condominiums and other areas that are implicated in an MTE. Most cities and counties have a building code, and there is an effort ongoing to developing minimum state building codes. As the Commission develops its recommendations to the Legislature, it should remember that the answer to the MTE problem might require legislation in places other than Chapter 364. For example, it may be appropriate to recommend changes to the building code to establish minimum standards for the provision of conduit and riser space, lightening protection and other similar matters. Likewise, if Landlords demand control of telecommunications facilities on their property, it may be necessary to amend Section 83.67(1), Florida Statutes, to prevent Landlords from disconnecting telecommunications services to non-paying tenants as a means to coerce payment of rent.
4. Universal service is an important public policy goal. To this end, the Florida Legislature codified the concept of carrier of last resort ("COLR") to ensure that all qualified consumers would have access to telecommunications services.

Landlords should not be allowed to interfere with a COLR's obligations through private contract or otherwise.

5. Under any existing technology, telecommunications services to customers in an MTE cannot be accomplished without at least some access to conduit, riser space and equipment rooms, and the installation of cable, wire and other equipment. Telecommunications services are as essential to tenants as electricity, water and sewer. Most tenants would likely consider a unit without telecommunications services uninhabitable. It is in the mutual interests of landlords and carriers to resolve any MTE problems in a manner that promotes customer choice of telecommunications carriers and services.

6. The Commission has historically regulated persons who own and/or operate telecommunications facilities for hire to the public. If landlords demand monopoly control over the facilities on their property needed to serve end user customers, impose a separate charge on tenants for service, or seek to extract a fee from a carrier for the right to serve an MTE, the landlords should be regulated by the FPSC in some fashion as telecommunications carriers, especially regarding the obligation to interconnect on a non-discriminatory basis with other telecommunications carriers.

F. Based on your answer to Issue 2.e., above, are there instances in which compensation should be required? If yes, by whom, to whom, for what and how is cost to be determined?

**Position:** The answer to this question depends on the location of the demarcation point. The provision of facilities at an MTE beyond the demarcation point should be considered an

obligation of the landlord or the customer, not the carrier. Historically, local exchange companies have not been required to pay compensation to place facilities from the property boundary to the demarcation point, and it seems abundantly clear that the 1996 Act was not enacted to give landlords the opportunity to extract monopoly rents from any carrier seeking to serve the demands of tenants in a MTE. If customers in an MTE demand service from a carrier and existing facilities cannot be used by the carrier to provide that service, the costs of installing the necessary facilities at the property should be included in the rental charge or allocated as a matter of separate contract between the landlord and tenant, but should not involve the carrier. Unless they can recover these costs from the customer requesting the service, forcing carriers to pay these costs creates an implicit subsidy in favor of MTE tenants.

G. **What is necessary to preserve the integrity of E911?**

**Position:** The integrity of E911 at MTEs should be preserved. Sprint is not aware of any specific E911 problems at MTEs, but reserves the right to comment further if technical problems are identified during the workshop.

II. **Other issues not covered in 1 and 2.**

**If an interested participant wishes to discuss any issue not specifically delineated above, they may do so wherever they deem appropriate or as part of Issue 3.**

**Position:** None at this time.