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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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August 31, 2001

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By Hand Delivery

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

WorldCom, Cox, and AT&T ads. Verizon
CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed for filing on behalf of Verizon, please find 4 copies each of (1) Motion of Verizon VA to file Additional Direct Testimony on Mediation Issues and (2) Verizon VA's Additional Direct Testimony on Mediation Issues.

Please do not hesitate to call me with any questions.

Sincerely,

Richard D. Gary / jld

Richard D. Gary
Counsel for Verizon

RDG/tms
Enclosures
cc: Dorothy T. Attwood, Chief, Common Carrier Bureau (By Hand)(8 copies)
Jeffery Dygert (By Hand)
Katherine Farroba (By Hand)
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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
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In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
In the Matter of Petition of Cox Virginia Telecom, Inc., etc.	)	CC Docket No. 00-249
In the Matter of Petition of AT&T Communications of Virginia Inc., etc.	)	CC Docket No. 00-251

MOTION OF VERIZON VA TO FILE ADDITIONAL DIRECT TESTIMONY ON MEDIATION ISSUES

Following the mediation sessions held on August 7, 8 and 9, 2001, regarding issues related to unbundled network elements (UNEs), Verizon Virginia, Inc. (Verizon VA), AT&T and WorldCom agreed to continue to review proposed changes in contractual provisions in an attempt to resolve some or all of the open mediation issues. These issues include the following:

Issue III-7(a) (Service Conversions)
Issue III-7(b) (Service Conversions in Bulk)
Issue III-8 (Technically Feasible Points of Interconnection)
Issue III-16 (Referral Announcements)
Issue IV-18 (Multiplexing)
Issue IV-19 (Network Interface Device)
Issue VI-3(B) (Technical Standards for UNEs)

Although not listed, Issue IV-29 (Inside Wire) was also still in dispute. Since that time

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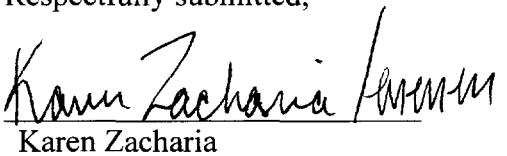
the parties have resolved Issues III-16 and IV-29. Proposals on various issues have continued to circulate among the Parties but it now appears that all of the other issues remain in dispute.

Verizon VA hereby files additional direct testimony limited to these unresolved mediation issues. This filing will allow the Parties to include rebuttal testimony on these issues, if they choose, in the testimony to be filed on September 5, 2001. If the Parties require additional time beyond September 5 to file rebuttal testimony to these limited issues, Verizon VA will not object to a reasonable extension of time. The additional direct testimony will be included in the presentation of the UNE panel that has previously filed direct and rebuttal testimony on non-mediation issues (July 31, 2001 and August 17, 2001, respectively) and direct testimony on mediation issues (August 17, 2001). No Party should be aggrieved by this filing of additional direct testimony on mediation issues since rebuttal testimony can be filed as to these issues and the hearing in this arbitration will not commence until October 3, 2001.

WHEREFORE, Verizon VA requests the Commission to accept this additional direct testimony on mediation issues as appropriately filed in this arbitration.

Respectfully submitted,



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Dated: August 31, 2001

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

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In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
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In the Matter of Petition of AT&T Communications of Virginia Inc., etc.	)	CC Docket No. 00-251

VERIZON VA'S ADDITIONAL DIRECT TESTIMONY ON MEDIATION ISSUES

(CATEGORIES I AND III THROUGH VII)

UNBUNDLED NETWORK ELEMENTS

- MARGARET DETCH
- SUSAN FOX
- STEVE GABRIELLI
- NANCY GILLIGAN
- RICHARD ROUSEY
- ALICE SHOCKET
- VINCENT WOODBURY
- JOE GANSERT

AUGUST 31, 2001

UNBUNDLED NETWORK ELEMENTS PANEL

ADDITIONAL DIRECT TESTIMONY

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UNBUNDLED NETWORK ELEMENTS PANEL

ADDITIONAL DIRECT TESTIMONY ON MEDIATION ISSUES

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME, YOUR POSITION, AND YOUR BUSINESS**
2 **ADDRESS.**

3 A. (Margaret Detch) My name is Margaret Detch and my business address is 125 High
4 Street, Boston, Massachusetts. I am a Senior Specialist at Verizon Services Group with
5 product management responsibility for Unbundled Dark Fiber.

6 (Susan Fox) My business address is 2980 Fairview Park Drive, Falls Church, Virginia. I
7 am employed as a Product Manager in the Wholesale Marketing Organization in the
8 Verizon Services Corp.

9 (Steve Gabrielli) My name is Steven J. Gabrielli. My business address is 600 Hidden
10 Ridge, Irving, Texas. I am employed by Verizon Services Group as a Senior Product
11 Manager--Local Services Marketing.

12 (Nancy Gilligan) My name is Nancy Gilligan and my business address is 125 High
13 Street, Boston, Massachusetts. I am Senior Specialist Wholesale Markets in the Verizon
14 Services Group.

15 (Richard Rousey) My name is Richard Rousey and my business address is 600 Hidden
16 Ridge Boulevard, Irving, Texas. I am a Senior Specialist in the Wholesale Services
17 Organization in the Verizon Services Group.

1 (Alice Shocket) My name is Alice Shocket and my business address is 125 High Street,
2 Boston, Massachusetts. I am the Local Number Portability Product Manager in the
3 Verizon Services Group.

4 (Vincent Woodbury) My name is Vincent Woodbury and my business address is 1095
5 Avenue of the Americas, New York, New York. I am employed by Verizon Services
6 Corporation as Director--Regulatory Planning for Operator Services and Retail Markets.

7 (Joe Gansert) My name is Joe Gansert and my business address is 1095 Avenue of the
8 Americas, New York, New York. I am employed by Verizon as Services Group
9 Director--Technical and Cost, Regulatory Support, and my responsibilities include
10 identifying the forward-looking technologies and network architectures for Verizon's
11 cost studies. My educational and telecommunications experience is set forth on
12 Exhibit UNE-AM-1.

13 **Q. ARE YOU THE SAME WITNESSES WHO HAVE FILED TESTIMONY ON**
14 **UNBUNDLED NETWORK ELEMENTS (UNE) ISSUES?**

15 A. Yes, except that Joe Gansert has joined the panel.

16 **Q. PLEASE DESCRIBE THE PURPOSE OF THIS TESTIMONY.**

17 A. We will present direct testimony on UNE issues that remain unresolved after mediation
18 and subsequent review among Verizon VA, WorldCom and AT&T. Following the
19 completion of the mediation with the Commission Staff, the Parties agreed to review
20 proposed changes in contractual language in an attempt to resolve some or all of certain

issues.[1] Those efforts allowed the Parties to resolve Issues III-16 and IV-29. This direct testimony sets forth Verizon VA's position on the remaining unresolved UNE mediation issues.

II. MULTIPLEXING (ISSUE IV-18)

Q. WHAT ISSUES REMAIN FROM MEDIATION WITH REGARD TO MULTIPLEXING?

A. WorldCom's Petition filed on April 23, 2001 does not contain any substantive discussion of Issue IV-18. In the mediation, and in subsequent testimony of WorldCom Witnesses Goldfarb, Buzacot and Lathrop (GBL Panel) at 8-12, it became clear that WorldCom is asserting that multiplexing is a "functionality" of both loop and transport UNEs, and therefore, Verizon VA must provide multiplexing equipment to WorldCom at the termination point of dedicated transport in Verizon VA's end office where WorldCom is

---

[1]These UNE mediation issues remained unresolved, subject to additional consideration, after the mediations concluded:

Issue III-7(a) (Service Conversions)
Issue III-7(b) (Service Conversions in Bulk)
Issue III-8 (Technically Feasible Points of Interconnection)
Issue III-16 (Referral Announcements)
Issue IV-18 (Multiplexing)
Issue IV-19 (Network Interface Device)
Issue VI-3(B) (Technical Standards for UNEs)

Although not listed, Issue IV-29 (Inside Wire) was also still in dispute.

1 collocated. WorldCom is not, however, seeking multiplexing as part of the loop or
2 transport; it is actually seeking multiplexing as a stand-alone UNE.[2]

3 **Q. DOES VERIZON VA AGREE WITH WORLDCOM'S ASSERTIONS THAT**
4 **MULTIPLEXING EQUIPMENT MUST BE PROVIDED AT THE**
5 **TERMINATION POINT OF DEDICATED TRANSPORT?**

6 A. No. As explained in the direct testimony Verizon VA offered on August 17, 2001 with
7 regard to Issue IV-21, dedicated transport, (UNE Panel at 3-8), the Commission has
8 already found that multiplexing is not a stand-alone UNE. (See *UNE Remand Order*,
9 Executive Summary for list of UNEs.) Because multiplexing is not a UNE that Verizon
10 VA must provide under the Act, WorldCom is attempting to bootstrap the concept that
11 multiplexing is a "functionality" of the loop or transport into an argument that
12 multiplexing can be "ordered" from Verizon VA and provided essentially as if it were a
13 stand-alone UNE. This attempted end run around the Commission's previous findings
14 that it is not a stand-alone UNE is impermissible. As Arbitrator Attwood has already
15 determined: "This isn't going to be the forum for the Commission to reconsider existing
16 laws. . . . We will look at the existing state of the law and apply the state of the law. . . ."
17 Status Conference Tr. at 13.

18 **Q. IS MULTIPLEXING A "FUNCTIONALITY" OF TRANSPORT?**

---

[2] In all events, the term "multiplexing" is overly broad and encompasses a wide range of functions and special purpose equipment that would prove most difficult to define specifically within an interconnection agreement.

1 A. Yes, but that does not mean it is a stand-alone UNE. "Multiplexing" refers to the
2 aggregation or disaggregation of signals for transmission over a transport facility.
3 Multiplexing provides a cost-effective method for transmitting lower level circuits using
4 a higher bandwidth facility. This use of multiplexing in dedicated transport is consistent
5 with the Commission's definition of multiplexing as being "used to derive the loop
6 transmission capacity." *UNE Remand Order* at ¶ 175. We explained this multiplexing
7 functionality in our discussion of Issue IV-21, dedicated transport, in our Direct
8 Testimony Panel on Mediation Issues at 3-6. In that testimony, we referred to this
9 functionality as "multiplexing in the middle" of a circuit.

10 **Q. IS THE MULTIPLEXING REQUESTED BY WORLDCOM PART OF THAT**
11 **"FUNCTIONALITY"?**

12 A. No. WorldCom, by its own admission (GBL Panel at 9-10), is not seeking this
13 multiplexing functionality that is an inherent part of dedicated transport; it is seeking
14 instead to terminate its dedicated transport traffic into "multiplexing/concentration
15 equipment" in Verizon VA's end office. Neither the Act nor the Commission's Rules,
16 however, requires Verizon VA to provide multiplexing equipment to CLECs at UNE
17 rates in order for CLECs to terminate dedicated transport.

18 **Q. DOES VERIZON VA MAKE AVAILABLE MULTIPLEXING TO CLECS?**

19 A. Yes. Verizon VA does provide two specific types of defined stand-alone multiplexing:
20 DS3 to DS1 and DS1 to DS0. This multiplexing is offered separately from loops,
21 interoffice transport and switching. Verizon VA does not provide multiplexing in
22 combination with an unbundled dedicated transport facility, although it may be provided

1 as part of a loop-transport combination (sometimes called an enhanced extended loop or
2 "EEL") so long as the CLEC complies with the local use requirements as set forth in the
3 *Supplemental Order Clarification*.[3]

4 **Q. WORLDCOM ALSO REFERS TO A "LOOP CONCENTRATOR" IN**
5 **CONNECTION WITH MULTIPLEXING (WORLDCOM'S PROPOSED**
6 **INTERCONNECTION AGREEMENT, ATTACHMENT 3, § 4.6). DOES**
7 **VERIZON VA EMPLOY CONCENTRATING EQUIPMENT IN ITS**
8 **TRANSPORT SYSTEM?**

9 A. No. WorldCom states that concentration equipment "is commonly deployed" but
10 acknowledges that it does not know "whether or not Verizon [VA] is currently deploying
11 it in Virginia." GBL Panel at 12. In fact, Verizon VA does not deploy loop
12 concentration equipment in its outside plant network or in its central offices. The Act
13 does not require an ILEC to provide unbundled access to equipment that is not part of its
14 network. To the contrary, the Act's unbundling requirement applies to network elements
15 as they exist or are deployed in the ILEC's network.[4] In addition, in the *UNE Remand*
16 *Order* the Commission eliminated any lingering doubt on this point by specifically
17 refusing to require ILECs to deploy new facilities to meet CLEC demands for unbundled

---

[3] *Supplemental Order Clarification* at ¶¶ 21-22.

[4] *See* 47 U.S.C. § 153(29) ("'network element' means a facility or equipment ***used*** in the provision of a telecommunications service [and] … features, functions, and capabilities that ***are provided*** by means of such facility or equipment") (emphasis added).

1 interoffice transport.[5] Given this lack of "concentrators" in the Verizon VA network,
2 there is no basis for the Commission to consider this issue in this arbitration.

3 **Q. IN THE MEDIATION, DID WORLDCOM ALSO REQUEST ACCESS TO**
4 **VERIZON VA'S DIGITAL CROSS-CONNECT SYSTEM (DCS)**
5 **"FUNCTIONALITY?"**

6 A. Yes. As explained in our mediation direct testimony at 6-7, Verizon VA uses several
7 types of electronic DCS to provide cross connections between a variety of different
8 digital transport systems and equipment. These DCSs are sometimes used in the
9 provisioning of unbundled dedicated transport. The "functionality" of the DCS is part of
10 dedicated transport.

11 **Q. DOES VERIZON VA OFFER DCS AS A STAND-ALONE UNE?**

12 A. No. As the Commission recognized in the *UNE Remand Order*, DCS is not a stand-alone
13 UNE.[6] Similar to its attempted end run on multiplexing, WorldCom uses the same
14 "functionality" argument to try to bootstrap DCS into a stand-alone UNE. The
15 Commission's rules, however, do not require Verizon VA to provide DCS to WorldCom
16 as a stand-alone UNE. Rule 51.315(d)(iv) requires that Verizon VA provide the DCS to
17 WorldCom "in the same manner that [it] provides such functionality to interexchange

---

[5] *UNE Remand Order* ¶ 324 ("we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.")

[6] See *UNE Remand Order*, Executive Summary for listing of UNEs. DCS is not listed.

1 carriers." Verizon VA does so. It provides DCS functionality to IXCs just as it provides
2 it to WorldCom--as an inherent part of the provisioning of unbundled dedicated transport.

3 **Q. WORLDCOM CLAIMS IT HAS A RIGHT TO TARIFFED DCS AS PROVIDED**
4 **TO IXCS. SEE GBL PANEL AT 15-16. DO YOU AGREE?**

5 A. No. Verizon VA does not have a tariff provision that offers DCS to IXCs. Indeed,
6 WorldCom does not identify such a tariff. Verizon VA provides a service to customers
7 pursuant to an interstate tariff -- IntelliMux® Service -- that allows customer
8 management and network reconfiguration capabilities for some types of dedicated digital
9 special access circuits. That service, however, is not a UNE and it is not a functionality
10 of dedicated transport; it is a customized combination of customer-management
11 capabilities that involves channel terminations, mileage charges, port charges, and
12 database modifications. As such, IntelliMux® Service is not equivalent to the
13 "functionality" of DCS provided to IXCs. Thus, there is no tariffed DCS functionality
14 available to WorldCom.

15 **III. <u>TECHNICALLY FEASIBLE POINTS OF INTERCONNECTION (ISSUE III-8)</u>**

16 **Q. WHAT ISSUES REMAIN FROM MEDIATION WITH REGARD TO**
17 **TECHNICALLY FEASIBLE POINTS OF INTERCONNECTION?**

18 A. AT&T asserts that Verizon VA requires "that collocation is the only technically feasible
19 point for providing access to UNEs at a point on Verizon's network." AT&T Petition at
20 127. WorldCom argues the same point in claiming that Verizon VA should not be

1 allowed to impose an "unnecessary connectivity point (such as collocation) between
2 network elements." WorldCom Petition at 49.[7]

3 **Q. DOES VERIZON VA AGREE THAT COLLOCATION IS REQUIRED TO**
4 **ACCESS UNES?**

5 A. No. AT&T and WorldCom misunderstand Verizon VA's position on access to UNEs
6 and appropriate UNE combinations. Verizon VA will provide nondiscriminatory access
7 to CLECs at any technically feasible point as provided in Commission Rule 51.307.
8 Unbundled loops may be accessed through collocation arrangements at Verizon VA's
9 premises and this includes special access services converted to EELs under local use
10 options 1 and 2 in the *Supplemental Order Clarification*, although EELs must be
11 collocated in at least one location in the LATA. Verizon VA offers access to feeder
12 subloops at remote terminals and access to distribution subloops through connection
13 between Verizon VA's feeder distribution interface (FDI) and a CLEC-owned
14 interconnection cabinet (COPIC) located in close proximity to Verizon VA's FDI.[8]
15 Verizon VA provides access to multiple dwelling units (MDUs) or multi-tenant
16 environments (MTEs) through cross connections between its network interface device
17 (NID) and the CLEC's NID or, if an entrance module is available in the Verizon VA

---

[7] In support of their positions, AT&T cites as relevant authority 47 C.F.R. § 51.319(A)(2)(b), which is probably meant to be § 51.319(A)(2)(ii), (subloop technical feasibility) and WorldCom cites 47 C.F.R. § 51.315(b) (combination of unbundled network elements).

[8] *See* Verizon VA's proposed interconnection agreement with WorldCom, UNE Attachment § 5.3; Verizon VA's proposed interconnection agreement with AT&T § 11.2.14.

NID, by connecting the CLEC loop to the Verizon VA NID.[9] Dark fiber loops and subloops are accessible at "hard termination points,"[10] which are the equivalent to "accessible terminals" under the *UNE Remand Order* (¶ 205 and n. 395). These accessible terminals are defined by the Commission to be

> a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.

Id. In addition to these methods, if AT&T or WorldCom desires another "technically feasible point" of access to UNEs, it may request such access through the bona fide request (BFR) procedures in the proposed interconnection agreements.[11] Verizon VA will then evaluate the request for technical feasibility and compliance with applicable law and, if appropriate, develop a rate for that access. In short, collocation is a common method by which access to UNEs is provided, but it is not necessarily the exclusive method of access.

Q. HOW DOES VERIZON VA INTEND TO ASSURE APPROPRIATE ACCESS TO UNES FOR AT&T AND WORLDCOM?

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[9] Verizon VA's proposed interconnection agreement with AT&T § 11.3; Verizon VA's proposed interconnection agreement with WorldCom, UNE Attachment §§ 6 and 8 (network interface device).

[10] Verizon VA's proposed interconnection agreement with AT&T § 11.2; Verizon VA's proposed interconnection agreement with WorldCom, UNE Attachment § 7.

[11] Verizon VA's proposed interconnection agreement with AT&T § 13.3; Verizon VA's proposed interconnection agreement with WorldCom, Exhibit B.

A. Verizon VA and AT&T agree on Section 11.0 of their respective proposed interconnection agreements offered in this proceeding. Section 11.0 Unbundled Access requires Verizon VA to

> … offer to AT&T non-discriminatory access to Network Elements and Combinations as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with, the terms and provisions of this Agreement and applicable law . . . ; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements and Combinations on an unbundled basis is required by Applicable Law. Such access to Network Elements and Combinations shall include all the Network Element's features, functions and capabilities in a manner that allows AT&T to provide any Telecommunications Service that can be offered by means of the Network Element consistent with Applicable Law.

This broad confirmation of Verizon VA's intention to comply with the Commission's rules and all other applicable law provides AT&T with all the necessary assurances that Verizon VA will provide access to UNEs in an appropriate and lawful fashion. Verizon VA has offered a substantially similar provision to WorldCom in UNE Attachment Section 1 of Verizon VA's proposed interconnection agreement with WorldCom.

Q. AT&T AND WORLDCOM SEEM TO DESIRE MORE SPECIFICITY IN THE INTERCONNECTION AGREEMENT AS TO HOW EACH TYPE OF ACCESS TO A UNE SHOULD BE PROVIDED. DO YOU AGREE WITH THIS APPROACH?

A. No. Verizon VA sets out the framework for access to UNEs that is appropriate for most typical access requests. Newly emerging methods of interconnection should be considered through the BFR process so that Verizon VA can analyze if the method is

technically feasible (review the impact on network reliability and security) as well as determine the effect on various operational support systems and then develop a price for the proposed method of access.

IV. NETWORK ELEMENTS - TECHNICAL STANDARDS & SPECIFICATIONS (ISSUE VI-3(B))

Q. WHAT ISSUES REMAIN FROM THE MEDIATION WITH REGARD TO UNE TECHNICAL STANDARDS AND SPECIFICATIONS SET FORTH IN WORLDCOM'S ATTACHMENT III, SECTION 3 OF ITS PROPOSED INTERCONNECTION AGREEMENT (ISSUE VI-3(6))?

A. WorldCom sets forth technical standards and specifications in its Attachment 3, Section 3 of its proposed interconnection agreement with Verizon VA that go well beyond the requirements of the Act or the Commission's rules. The language is too broad, open-ended and confusing to be incorporated into an interconnection agreement. Moreover, the expressed concepts of non-discrimination in Verizon VA's provision of UNEs among CLECs and the parity of offerings between CLECs and Verizon VA are being progressively refined through industry forums and task forces. It is therefore not appropriate for WorldCom to attempt to define these terms in the interconnection agreement through broad ambiguous language that goes well beyond current requirements.

Q. COULD YOU GIVE SEVERAL EXAMPLES OF VERIZON VA'S CONCERNS WITH THE PROVISIONS OF ATTACHMENT III, SECTION 3 OF WORLDCOM'S PROPOSED INTERCONNECTION AGREEMENT?

A. Yes. WorldCom's proposed language goes well beyond the requirements of the Commission's Rule 51.311, and creates ambiguities in doing so. In Section 3.2 of Attachment III, WorldCom would have Verizon VA provide each UNE

> at Parity and in a Non-Discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Verizon provides to itself (where applicable and Technically Feasible), Verizon's own subscribers (where applicable and technically feasible), to a Verizon Affiliate, or to any other entity, as set forth in the FCC Rules and Regulations, as the same may be amended from time to time.

Many of these terms are not defined and represent WorldCom's effort to re-write the rules. For example, "Parity" is not used in Rule 51.311; what is required is access to UNEs "at least equal in quality to that which the incumbent LEC provides to itself." There is no requirement in Rule 51.311 to provide as a UNE "levels and types of redundant equipment and facilities for power, diversity and security" as provided to "Verizon's own subscribers." Moreover, WorldCom desires each UNE to be provided at parity and non-discriminatorily as to "quality design, performance ... and other characteristics." Those terms are not defined in WorldCom's proposal and are apparently only a subset of the desired characteristics based on the introductory phrase "including, but not limited to...." Verizon VA cannot be required to include in an interconnection agreement such expansive, undefined terms for the provision of UNEs.

Section 3.2.1 sets forth a broad, open-ended requirement for Verizon VA to provide "engineering, design, performance and other network data sufficient for [WorldCom] to determine that the requirements of this section are being met." That obligation would far

exceed what is required in the Commission's Rule 51.307(e), by which Verizon VA is required to provide

> technical information about the incumbent LEC's network facilities sufficient to allow the requesting carrier to achieve access to unbundled network elements consistent with the requirements of this section.

Section 3.2.2 would require that Verizon VA "ensure" that the UNEs provided "will meet [WorldCom's] reasonable needs in providing services to its subscribers." It is not Verizon VA's responsibility to "ensure" that WorldCom can meet the needs of its subscribers or to determine if those needs are "reasonable." Verizon VA's responsibility is defined in the Act and in the Commission's Rules and that is to make UNEs available to CLECs as required by applicable law. Whether those UNEs meet the "reasonable" needs of WorldCom subscribers is WorldCom's, not Verizon VA's, responsibility. Finally, Section 3.3 is redundant with Section 3.2, except that it adds an introductory twist that "unless otherwise requested by [WorldCom]" the UNEs provided by Verizon VA must be provided "at Parity and in a Non-Discriminatory manner…." This phrase suggests that WorldCom may believe it is entitled to request that Verizon VA provide UNEs in a manner that would not be at parity with the way Verizon VA provides the network elements to its own customers. There is no basis for that suggestion. Again, the ambiguity created by these open-ended responsibilities should not be included in an interconnection agreement.

Q. WHAT LANGUAGE SHOULD BE USED TO ADDRESS THIS ISSUE?

A. As discussed in response to Issue III-8 in the previous section, Verizon VA agrees to comply with applicable law in the provision of UNEs to WorldCom and all other CLECs.

1 This affirmation gives the Commission and all CLECs the necessary assurance that UNEs
2 will be provided in a non-discriminatory manner and "at least equal in quality to that
3 which the [Verizon VA] provides to itself" (Rule 51.311(b)).

4 **V. NETWORK INTERFACE DEVICE (ISSUE IV-19)**

5 **Q. WHAT ISSUES REMAIN FOLLOWING THE MEDIATION ON WORLDCOM'S**
6 **ACCESS TO THE NID (ISSUE IV-19)?**

7 A. WorldCom and Verizon VA disagree on several points with regard to access to the NID.
8 First, WorldCom proposes that its technicians be allowed to work on Verizon VA's
9 network side of the NID and "remove the inside wire from [Verizon VA's] NID and
10 connect that wire to [WorldCom's] own NID." WorldCom's proposed interconnection
11 agreement Attachment III § 4.7.3.1.2. WorldCom is entitled to access to Verizon VA's
12 network but is not entitled to treat Verizon VA's network as its own or to do work on
13 Verizon VA's network. Verizon VA can only ensure the integrity of its network (e.g.
14 network reliability, electrical safety, and accountability for network faults and troubles)
15 for all customers if its employees and contract employees work on the Verizon VA side
16 (the network side) of the NID or demarcation point and the CLEC's employees work on
17 the customer side of the demarcation point. In addition, it is not reasonable for Verizon
18 VA to be responsible for meeting operational performance criteria if employees from a
19 number of different companies are working on Verizon VA's equipment. As discussed in
20 previous testimony in this arbitration, this arrangement is fully consistent with the *First*
21 *Report and Order* ¶¶ 392-394 and the *UNE Remand Order* ¶¶ 237 and 240 that allow for
22 CLECs to obtain access to the customer side of the demarcation point but grants no right

1 to CLEC employees to tamper with the ILECs' network side of the demarcation point.
2 Rebuttal Testimony UNE Panel at 11-12.

3 Second, WorldCom would require Verizon VA to permit WorldCom to connect its loop
4 facilities to on-premises wiring of a customer through Verizon VA's NID in any
5 "Technically Feasible manner." WorldCom's proposed interconnection agreement,
6 Attachment III § 4.7.1. Verizon VA provides a CLEC access to the Verizon VA NID
7 either by means of a cross connection from an adjoining CLEC NID or, if an entrance
8 module is available in the Verizon VA NID, by connecting directly to the Verizon VA
9 NID. Verizon VA's proposed interconnection agreement with WorldCom, UNE
10 Attachment § 8.1. These standard methods of interconnection provide for an orderly and
11 predictable process. Permitting any type of connection that is "technically feasible" can
12 lead to unfamiliar types of connections that may create maintenance or safety issues as
13 well as exposing Verizon VA employees and its contract employees to uncertain
14 conditions at these demarcation points. The clearly better practice is to utilize standard,
15 predictable interconnection arrangements.

16 **Q. WILL VERIZON VA OFFER NONDISCRIMINATORY ACCESS TO THE NID?**

17 A. Yes. Verizon VA's proposed provision for the interconnection agreement would allow
18 WorldCom to have access to the NID pursuant to applicable law:

19 Verizon shall provide [WorldCom] with access to NIDs in
20 accordance with, but only to the extent required by, Applicable
21 Law. [WorldCom] may access a Verizon NID either by means of
22 a Cross Connection (but only if the use of such Cross Connection
23 is technically feasible) from an adjoining [WorldCom] NID
24 deployed by [WorldCom] or, if an entrance module is available in
25 the Verizon NID, by connecting a [WorldCom] Loop to the

1 Verizon NID. In all cases, Verizon shall perform this Cross
2 Connection. When necessary, Verizon will rearrange its facilities
3 to provide access to an existing Customer's Inside Wire.

4 Verizon VA's proposed interconnection agreement with WorldCom, UNE Attachment
5 § 8.1. This access is sufficient to other CLECs (see e.g. § 11.3 of AT&T's proposed
6 interconnection agreement with Verizon VA) and provides WorldCom with the access to
7 which it is entitled.

8 **VI. SERVICE CONVERSIONS (ISSUES III-7(A) AND (B))**

9 **Q. WHAT ISSUES REMAIN FOLLOWING THE MEDIATION AS TO SERVICE**
10 **CONVERSIONS (ISSUES III-7(A) AND (B)?**

11 A. Verizon VA has a fundamental disagreement with AT&T and WorldCom as to the
12 appropriateness of providing new combinations of UNEs and that is the subject of a
13 Motion to Dismiss or Defer pending before the Commission. The issues mediated are
14 III-7(A) which focuses on Verizon VA's potential need to physically disconnect facilities
15 during a service conversion[12] and Issue III-7(B) relating to the bulk ordering of services
16 conversions.[13] WorldCom did not specifically raise these operational issues that were
17 mediated.

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[12] Sub-issue III-7(A): Where AT&T requests that existing services be replaced by UNEs and/or UNE Combinations, may Verizon physically disconnect, separate, alter or change in any other fashion the equipment or facilities that are used, without AT&T's consent?

[13] Sub-issue III-7(B): Must Verizon implement an ordering process that enables AT&T to place a bulk order for the conversion of services to UNEs or UNE Combinations.

1 **Q. AS TO SUB-ISSUE III-7(A), WHEN WILL FACILITIES NEED TO BE**

2 **DISCONNECTED IN ORDER TO PROVIDE SERVICE CONVERSIONS?**

3 A. As we explained in the mediation, Verizon VA would expect most service conversions to
4 be completed without disconnecting service to the customer and this is especially so with
5 regard to allowed conversions from special access service to UNE combinations of loops
6 and dedicated transport.[14] There are, however, situations when it could be necessary for
7 Verizon VA to disconnect its equipment or facilities in order to complete a request for the
8 conversion to UNEs. For example, when an end-user is served over an integrated digital
9 loop carrier (IDLC) and the CLEC orders a UNE loop to serve that customer, Verizon
10 VA will need to provide a different loop to serve that customer. Another example in
11 which some minimal interruption will always occur is during an unbundled loop "hot
12 cut" where a "live" Verizon VA dial-tone customer's loop is disconnected from Verizon
13 VA's switch, and re-connected to the CLEC's collocated equipment (which carries the
14 CLEC's dial-tone). Thus, the proposal that services absolutely will not be disconnected,
15 interrupted or otherwise modified in order for customers to migrate to a CLEC cannot be
16 prescribed in the interconnection agreement. This reality in no way hinders a CLEC from
17 obtaining an appropriate service conversion; it simply recognizes that service
18 interruptions normally occur as part of a cutover involving the physical rearrangement of
19 facilities.

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[14] The ability of a CLEC to convert existing special access service is predicated on the CLEC certification that such arrangements provide significant local exchange service to an end user in accordance with the *UNE Remand Order* and subsequent orders.

Q. WITH REGARD TO SUB-ISSUE III-7(B), CAN VERIZON VA ACCOMMODATE BULK ORDERS FOR SERVICE CONVERSIONS?

A. Yes. Verizon VA has developed ordering processes that apply industry-wide to facilitate ordering of service conversions by all CLECs. For example, for conversions of existing special access services to loop-transport combinations under the provisions of the *Supplemental Order Clarification*, Verizon VA has posted conversion guidelines on its website. These conversion guidelines include sample certification forms and the data template for the circuit information required to process conversion requests. This website is found at: http://www.Verizon.com/wise. Verizon VA's conversion method does not require the use of access service requests (ASRs) or local service requests (LSRs). Further, Verizon VA provides CLECs with an effective bill date of 30 calendar days or less for each conversion request submitted. Verizon VA still believes this issue should be able to be resolved with AT&T and will continue discussions to achieve that result.

1. JOE GANSERT

I have over 30 years of experience in the design, planning and engineering of telecommunications networks, including experience as a developer and user of large-scale network simulation, design and costing tools. I began my career in 1970 in New York Telephone's Engineering Department and have held technical and engineering management positions at the former AT&T General Departments, at Bellcore, and at Telesector Resource Group. Prior to my current position, I was the Director - Network Architecture and Evolution at Verizon Technology, and before that I was Managing Director - Network and OSS Architecture Planning for the NYNEX Telecommunications Group. I received a Bachelor of Science degree in Physics from Fordham University in June 1970 and a Master of Business Administration degree from Columbia University in 1990.

DECLARATION OF SUSAN FOX

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31 day of August, 2001.

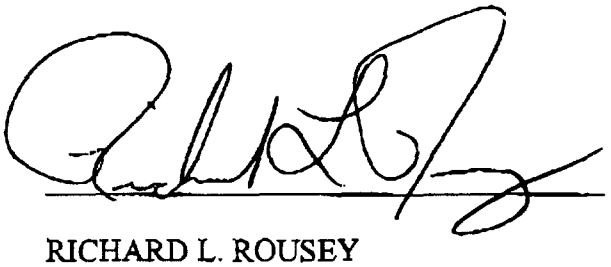
Susan Fox

SUSAN FOX

DECLARATION OF RICHARD L. ROUSEY

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 29th day of August, 2001.



RICHARD L. ROUSEY

DECLARATION OF NANCY M. GILLIGAN

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31st day of August, 2001.

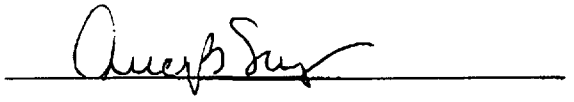
Nancy M. Gilligan

NANCY M. GILLIGAN

Alice B. Shocket

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31 day of August, 2001.



Alice B. Shocket

DECLARATION OF VINCENT WOODBURY

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31st day of August, 2001.

Vincent Woodbury

VINCENT WOODBURY

DECLARATION OF STEVEN J. GABRIELLI

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this _29th_ day of August, 2001.

Steven J. Gabrielli

{Steven J. Gabrielli}

DECLARATION OF JOSEPH GANSERT

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31st day of August, 2001.

Joseph Gansert

DECLARATION OF Margaret Detch

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31st day of August, 2001.

for Margaret Detch

Margaret Detch

RICHMOND 725539v1