



**Network Architecture Panel Record Request**

**Request:** What were the timing deadlines for the implementation of Mid-Span Meet Points of Interconnection set in the Massachusetts arbitration? Tr. 1456-1457.

**Response:** The Massachusetts Department of Technology and Energy (“Massachusetts D.T.E.”) held that the activation date for a mid-span meet arrangement “shall be no sooner than 60 days, and no later than 120 days, after receipt of the associated trunk order.” *Petition of MediaOne Telecommunications of Massachusetts, Inc. and New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts for arbitration, pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement*, D.T.E. 99-42/43, 99-52 at 48 (rel. August 25, 1999) (see attached excerpt). The Massachusetts D.T.E. also stated that Verizon may petition the Department for appropriate relief under “exceptional circumstances . . . including delays caused by third-party vendors.” *Id.* at n. 47.



The Commonwealth of Massachusetts  
DEPARTMENT OF  
TELECOMMUNICATIONS AND ENERGY

August 25, 1999

D.T.E. 99-42/43, 99-52

Petitions of MediaOne Telecommunications of Massachusetts, Inc. and New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts for arbitration, pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement.

and

Petition of Greater Media Telephone, Inc. for arbitration, pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement with New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts.

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FOR: NEW ENGLAND TELEPHONE AND  
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MASSACHUSETTS  
Petitioner

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FOR: GREATER MEDIA TELEPHONE, INC.  
Petitioner

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Bell Atlantic is correct that “to the extent [ILECs] incur costs to provide interconnection or access under sections 251(c)(2) or 251(c)(3), [ILECs] may recover such costs from requesting carriers.” Local Competition Order at ¶ 200. However, ¶ 200 refers to the cost of establishing and maintaining an interconnection arrangement for a CLEC, not to transport costs. Transport and termination costs within a local service area are covered by the reciprocal compensation rates under § 252(d)(2). Local Compensation Order at ¶ 1034. Traffic originating or terminating outside of the applicable local area would be subject to interstate and intrastate access charges. Id. at ¶ 1035.

- iii. Bell Atlantic’s obligation to make a reasonable accommodation for interconnection and the effect of that obligation on mid-span meet build out costs

The FCC has stated that ILECs must make a reasonable accommodation for interconnection. Local Competition Order at ¶ 202. “We further conclude that the obligations imposed by sections 251(c)(2) and 251(c)(3) include modifications to [ILEC] facilities to the extent necessary to accommodate interconnection ...” Id. at ¶ 198.

That is, use of the term “feasible” implies that interconnecting or providing access to a LEC network element may be feasible at a particular point even if such interconnection or access requires a novel use of, or some modification to, [ILEC] equipment ... Congress intended to obligate the [ILEC] to accommodate the new entrant’s network architecture ... Consistent with that intent, the [ILEC] must accept the novel use of, and modification to, its network facilities to accommodate the interconnector or to provide access to unbundled elements.

Id. at ¶ 202.

Furthermore, the FCC’s definition of “technically feasible” states that “the fact that an

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<sup>45</sup>(...continued)

Id. at ¶ 199, n. 426.

[ILEC] must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible.” 47 C.F.R. § 51.5. Therefore, Bell Atlantic must make a reasonable accommodation for interconnection, which may include some modifications to its facilities.

The FCC has specific rules for accommodation of interconnection in the meet point arrangement context. Bell Atlantic is required to make “some” buildout or a “limited” buildout of facilities as a reasonable accommodation for interconnection. The FCC has stated “although the creation of meet point arrangements may require some build out of facilities by the [ILEC], we believe such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3) ... the limited build-out of facilities from that point may then constitute an accommodation of interconnection. In a meet point arrangement, each party pays its portion of the costs to build out the facilities to the meet point.” Local Competition Order at ¶ 553. The FCC based this position on the following reasoning: “In this situation, the [ILEC] and the new entrant are co-carriers and each gains value from the interconnection arrangement.” Id.

What constitutes a reasonable accommodation is based, at least in part, on the distance of the build out. The FCC stated “[r]egarding the distance from an [ILEC’s] premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the [FCC] to determine the appropriate distance that would constitute the required reasonable accommodation of interconnection.” Id. at ¶ 553.

Therefore the Department must determine whether a particular build out distance constitutes a reasonable accommodation of interconnection. The record in this matter indicates

that the expenses of a mid-span meet build out will likely vary from project to project (IR-BA-M1-1-5). Until the Department has a record of a particular build out and the associated costs, we cannot make the determination whether those costs constitute a reasonable accommodation of interconnection and must therefore be borne by Bell Atlantic. At such time as the parties establish a new mid-span meet, and to the extent they are unable to agree on cost sharing, the parties may come before the Department with the actual figures for a particular build out. At that time, the Department would determine whether a particular build out constitutes a “reasonable accommodation of interconnection.”

iv. Reciprocal Compensation Rate

Regarding the parties’ dispute on the appropriate rate to be paid for reciprocal compensation, the Department addressed this issue in its Consolidated Arbitrations, Phase 4 Order. In that Order, the Department stated that “the appropriate rate for the carrier other than the [ILEC] is the [ILEC’s] tandem interconnection rate.” Consolidated Arbitrations, D.P.U./D.T.E. 96-73/74, 96-75, 96-80/81, 96-94-Phase 4, at 70, (1996), (“Consolidated Arbitrations”), citing 47 C.F.R. § 51.711(a)(3). The parties have presented us with no reason to deviate from this position.<sup>46</sup> Therefore, the reciprocal compensation rate to be paid between the parties is the tandem rate. The other remaining issue – direct trunking – is discussed in Section V.C.3., supra.

2. Interconnection Activation Dates

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<sup>46</sup> Bell Atlantic has not shown with record evidence that the current reciprocal compensation rates do not appropriately compensate it for transport and termination related to the mid-span meet form of interconnection.

a. Introduction

MediaOne and Bell Atlantic disagree on the appropriate interconnection activation date for IPs when MediaOne expands its services into a new LATA. The interconnection activation date is the date when a CLEC may begin exchanging traffic between its network and Bell Atlantic's network.

b. Positions of the Parties

i. MediaOne

MediaOne contends that Bell Atlantic must agree to commit to establish firm interconnection activation dates for IPs in each LATA (MediaOne Brief at 16). MediaOne agrees with Bell Atlantic that standard intervals should apply for the purchase of interconnection facilities and collocation (id., citing Exh. M-4, at 2-3). However, if the interconnection is by mid-span meet, MediaOne proposes interconnection activation dates no sooner than 60 days and no later than 120 days, after receipt by Bell Atlantic of a trunk order (id.). MediaOne contends that it needs the deadline to ensure that Bell Atlantic will follow through on its commitment to implement MediaOne's network configuration plan (id.). Without such a time commitment, MediaOne contends that it will be unable to implement any plan to expand its services and service territory within a particular time frame (id., citing Tr. 2, at 316; Exh. M-4, at 3). MediaOne argues that while not all details of a mid-span meet arrangement can be identified in advance, the parties can still agree on a general time frame (id.). Finally, MediaOne argues that Bell Atlantic's proposal on activation dates violates its obligation to provide interconnection on terms and conditions that are just and reasonable (id.).

ii. Bell Atlantic

Rather than agree on a specific time interval in the agreement, Bell Atlantic proposes that MediaOne and Bell Atlantic agree on an activation date within ten business days from the date Bell Atlantic receives MediaOne's transport orders (facilities orders and routing information) for interconnection in a new LATA (Bell Atlantic Brief at 40-41, citing Exh. BA-MA-7, at 16). Bell Atlantic contends that that activation date should be no earlier than 60 days after Bell Atlantic receives the necessary information (id. at 40). Bell Atlantic states that this is consistent with language contained in approved interconnection agreements (id.). Bell Atlantic argues that a firm date to complete all interconnection orders is not feasible because it ignores the fact that activation will be determined by the method of interconnection selected and Bell Atlantic's overall interconnection activity at the time MediaOne submits its facilities orders and routing information to Bell Atlantic (id.). Bell Atlantic also contends that interconnection activations are affected by standard provisioning intervals for interconnection facilities and collocation, and are also contingent on the availability of facilities (id. at 40-41). Finally, Bell Atlantic contends that a decision by MediaOne to purchase transport facilities from a third party could also affect the timing of interconnection activation (id.).

c. Analysis and Findings

We agree with MediaOne that its ability to make its service expansion plans is hindered by Bell Atlantic's refusal to establish, in the interconnection agreement, an overall date certain by which MediaOne can expect the interconnection process to be complete. Unless a CLEC knows with certainty when its interconnection with Bell Atlantic will be operational, it cannot finalize sales and marketing, and operational support planning, which are critical components to any business plan.

We recognize that certain facilities provisioning and collocation are governed by timetables established under the Department's wholesale performance standards. See Consolidated Arbitrations, Phase 3-B (1998). However, Bell Atlantic's proposed language would give Bell Atlantic too much discretion over the timing of mid-span meet interconnections, by not requiring a deadline for activating MediaOne's trunks. We believe MediaOne's proposed language better balances the parties' interests, in that it gives MediaOne a date certain for activation while giving Bell Atlantic flexibility to complete the activation on any date within a period between 60 to 120 days after receipt of an error-free trunk order. Therefore, we find that the interconnection activation date for a mid-span meet arrangement shall be no sooner than 60 days, and no later than 120 days, after receipt of the associated trunk order. The 120 days should be ample time for the parties to work out the various technical and other issues. In addition, with four months advance notice, Bell Atlantic should be able to plan properly for the availability of facilities for mid-span meets.<sup>47</sup> If MediaOne decides to purchase transport facilities from a third party, MediaOne shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay Bell Atlantic's efforts to complete the interconnection by the deadline.

3. Collocation at MediaOne Site

a. Introduction

The issue in dispute is whether MediaOne is required under the Act to provide collocation

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<sup>47</sup> The Department recognizes that there may be exceptional circumstances that prevent Bell Atlantic from meeting this deadline, including delays caused by third-party vendors. Therefore, we will allow Bell Atlantic to petition the Department for relief in appropriate circumstances. We note that our reasoning here applies to establishment of each IP, not only those in a new LATA.

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3. Collocation at MediaOne Site

a. Introduction

The issue in dispute is whether MediaOne is required under the Act to provide collocation

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<sup>47</sup> The Department recognizes that there may be exceptional circumstances that prevent Bell Atlantic from meeting this deadline, including delays caused by third-party vendors. Therefore, we will allow Bell Atlantic to petition the Department for relief in appropriate circumstances. We note that our reasoning here applies to establishment of each IP, not only those in a new LATA.



**Network Architecture Panel Records Request**

**Request:** What is the maximum number of Verizon central offices that subtend a Verizon tandem?

**Response:** The maximum number of central offices that subtend a Verizon tandem is approximately forty. Tr. 1441.



**Network Architecture Panel Records Request**

**Request:** Provide a copy of the Massachusetts D.T.E. Arbitration Order between Verizon (formerly Bell Atlantic) and MediaOne, specifically as it relates to its decision on the Mid-Span Meet. Tr. 1578.

**Response:** Please see Verizon VA Exhibit 66 and attachment thereto.



**Intercarrier Compensation Panel Record Request**

**Request:** Since the effective date of the Commission's *ISP Remand Order*, has Verizon adjusted compensation rates to CLECs in Virginia to reflect the implementation of the 3:1 ratio?

**Response:** Yes. In a May 14 Industry Letter to all CLECs and CMRS providers with whom Verizon interconnects, Verizon offered to exchange 251(b)(5) traffic at a rate equal to the rate caps for ISP-bound traffic set by the Commission in its *ISP Remand Order*. Following the effective date of the *ISP Remand Order*, Verizon began to dispute charges billed by CLECs that exceeded the Commission's compensation scheme.

To identify such excess charges, Verizon multiplied by three the number of MOUs billed by Verizon to the CLEC for a particular billing period. Per the Commission's Order, all MOUs billed by the CLEC to Verizon up to the number equal to 3 times the number of MOUs billed by Verizon to the CLEC were paid at the contract rate for local termination (*i.e.*, the reciprocal compensation rate). Conversely, Verizon presumed that all MOUs billed by the CLEC in excess of that product were ISP-bound MOUs to be paid at rates equal to the Commission-mandated caps.

Verizon's policy is to send a dispute letter to any CLEC whose bill is adjusted. The letter would have stated the amount in dispute and the basis for the adjustment. Upon receipt of such letter, the adjustment regarding the 3:1 ratio became ripe for a billing dispute under the applicable interconnection agreement, should the CLEC choose to challenge Verizon's calculations. ATT, WCOM and Cox have all had their bills adjusted in this manner in Virginia.