

**Verizon-MA'S RESPONSES TO COMMENTS SUBMITTED BY INTERVENORS
REGARDING VERIZON-MA'S REVISED LICENSE AGREEMENTS**

CLEC	COMMENT submitted by intervenor	Verizon-MA's response
NECTA, Pg. 9	Verizon-MA has lacked real efforts to update its terms, conditions and procedures for pole attachment access to accord with legal requirements.	<ul style="list-style-type: none"> - Verizon-MA made significant changes in its current license agreements that were included in the draft agreements that were provided to the Department and other parties in December, 1999. - Verizon-MA subsequently revised the draft agreements in BA-MA's responses to Information Requests DTE-ATT-4-18 and DTE-ATT-4-19. - Verizon-MA's agreement complies with the Act and the FCC's requirements.
NECTA, Pg. 24	Verizon-MA continues to insist upon subordinating third-party attachment rights to other parties' rights. It insists that cable remain a "licensee," which by law means a preemptible user without property rights of permanency.	As noted in Verizon-MA's response to Information Request DTE-NECTA 4-5(b), the rights and responsibilities of the parties are delineated by the terms of the agreement, and the licensee designation is neither pejorative nor inaccurate characterization. Furthermore, see the Department order in D.T.E. 96-98-A and definition of licensee in 220 CMR 45.02
NECTA, Pg. 23	Verizon-MA insists that cable and CLEC "tag" their lines to permit ease of identification, but it will not tag its own lines.	See Verizon-MA's response to Information Request DTE-NECTA-4-7(f).
NECTA Pg. 23	Verizon-MA insists on reserving capacity on its poles for far longer than a third-party applicant is afforded to attach to space it has applied for. Likewise, Verizon-MA insists on reserving the capacity on anchors.	See Verizon-MA's Supplemental Filing, pg. 43
AT&T, Pg. 52	Verizon-MA's proposed agreement does not meet non-discriminatory standards of the Act. AT&T suggests using its proposed modifications submitted in Jan. 2000.	Verizon-MA disagrees with AT&T's view. Verizon-MA's agreement meets the requirements of the Act.
AT&T, Pg. 53	AT&T objects that Verizon-MA's proposed license be entirely revocable because it provides CLECs with no assurance that they can rely on the license. <i>See</i> , p. 5 of redlined contract.	See Verizon-MA's response to Information Request DTE-NECTA-4-5(c).
AT&T, Pg. 53	Verizon-MA seeks to limit its obligations to provide access if such access would interfere with Verizon-MA's "service requirements." <i>See</i> , p. 6 of redlined contract.	Verizon-MA modified Section 2.6 of the agreements to include the term " <u>existing</u> " in reference to Verizon-MA's service requirements.
AT&T, Pg. 53	Verizon-MA seeks the right to terminate without notice its license in certain situations, rather than a specific notice period to enable CLECs to find alternatives.	This section relates to conduit where it has been licensed, but not occupied in 90 days. Verizon-MA is willing to change wording to allow 30 days notice before termination if a licensed conduit system is not occupied within 90 days.
AT&T,	Verizon-MA has not proposed the inclusion of an	See Section 5.4 of conduit occupancy agreement and 5.3 of

This sheet includes comments submitted by NECTA, AT&T and RCN regarding the revised license agreements for pole attachments and conduit occupancy, and Verizon-MA's responses.

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Pg. 53	affirmative obligation on its part to provide additional space if space is insufficient for a CLEC's needs or, alternatively, to provide certain other options. AT&T seeks explicit treatment of this issue. <i>See</i> , p. 11 of the redlined contract	pole attachment agreement. This language complies with the FCC requirements. (Checklist Affidavit ¶ 147). In addition, Procedure 9 incorporated as part of the conduit occupancy agreement provides 3 options that include Verizon-MA seeking alternative paths. (See Verizon-MA's Supplemental Filing, page 43).
AT&T, Pg. 54	Verizon-MA treats applicants for access to its facilities as second-class users whose licenses can be easily revoked and does not recognize that CLECs should have the same right of access and right of occupancy that it recognizes for itself.	As noted in Verizon-MA's response to Information Request DTE-NECTA 4-5(b), the rights and responsibilities of the parties are delineated by the terms of the agreement, and the licensee designation is neither pejorative nor inaccurate characterization.
AT&T, Pg. 53	Verizon-MA requires all make-ready work to be performed by itself, at rates and charges over which it has sole control. AT&T proposes that it be permitted to perform the make ready work if it can do it more cheaply than Verizon-MA .	See Checklist Reply Affidavit ¶ 156, Supplemental Checklist Affidavit and Supplemental Filing, pg. 44.
AT&T, Pg. 53	AT&T proposes changes to the process for applying for, conducting, and paying for records searches, manhole surveys and make ready. <i>See, e.g.</i> , p. 13 of the redlined contract.	Verizon-MA's requirement that a Licensee make a pre-payment before work is done is a reasonable commercial practice. This requirement avoids potential disputes by ensuring the existence of an unambiguous indication that a Licensee has ordered the work to be done. In addition, it reduces the cost of make-ready work by eliminating the carrying charges reflecting the revenue lag associated with subsequent payments.
AT&T, Pg. 54	Verizon-MA's proposed master license agreement fails to include explicitly rights of way to and within buildings and building complexes. <i>See</i> , p. 17 of redlined contract.	Verizon-MA has a separate Right of Way agreement previously provided in this docket (Harrington Affidavit, Attachment 1C). Further, the Department has established rules regarding ROWs in its Order in D.T.E. 98-36-A.
AT&T, Pg. 54	Verizon-MA refuses to be held responsible for damage it may cause to AT&T facilities. <i>See</i> , p. 24 of redlined contract.	See Verizon-MA's response to Information Request DTE-NECTA-4-5(c).
AT&T, Pg. 54	Verizon-MA requires a party using its poles, ducts, conduit and rights of way to bear all expenses associated with rearranging facilities to accommodate the party or to accommodate Verizon-MA's own needs but provides the party with no credit if Verizon-MA realizes additional revenue from the additional space that results from the rearrangement.	Verizon-MA's requirements are fully consistent with the FCC. <i>See</i> ¶ 1216 of the FCC's <i>Local Competition Order</i> . Also see Checklist Affidavit, ¶ 159.

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AT&T, Pg. 54	Verizon-MA grants itself broad preferences in emergency conditions, and allows Verizon-MA to displace or rearrange a CLEC's facilities to accommodate its own while CLECs are granted no reciprocal rights in emergency situations	See Verizon-MA's response to Information Request DTE-4-5(g). As noted, Verizon-MA modified the agreement to state that "all parties will work cooperatively in the case of an emergency to restore service to their respective customers".
AT&T, Pg. 54	Verizon-MA has not remedied any of the defects that AT&T has identified in the proposed master license agreement.	Verizon-MA's revised license agreement complies with the Communications Act of 1996. Furthermore, Verizon-MA has reviewed comments submitted by CLECs, and has modified certain portions of the agreement. <i>See</i> Verizon-MA's responses to Information Requests DTE-ATT-4-18 and DTE-ATT-4-19.
AT&T, Pg. 54	Verizon-MA continues to insist upon one-sided indemnities in its draft pole and conduit agreements which insure protection of its plant and rights against damage, but which leave the licensees' facilities largely unprotected.	See Verizon-MA's response to Information Request DTE-NECTA-4-5(c).
RCN, Pg. 11	Verizon-MA reserves to itself rights superior to those of the attachers to a degree not necessitated by the circumstances, including indemnification obligations.	See Verizon-MA's response to Information Request DTE-NECTA-4-5(c).