BEFORE THE

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Investigation By The Department On Its Own Motion As To The Propriety Of The Rates And Charges Set Forth The Following Tariffs: M.D.T.E. Nos. 14 And 17, Filed With The Department On August 27, 1999, To Become Effective September 27, 1999, By New England Telephone And Telegraph d/b/a Bell Atlantic – Massachusetts

Docket No. D.T.E 98-57

REPLY BRIEF OF RHYTHMS LINKS INC.

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Rhythms Links, Inc. and Covad Communications, Inc. file this Joint Reply Brief in accordance with the procedural schedule established in Case No. 98-57.

Introduction

The record evidence and opening briefs filed in this proceeding demonstrate that Tariff 17 is being used as a means to relitigate interconnection agreements and is a subversion of Bell Atlantic's obligation to negotiate under § 251 of the Telecommunications Act. Bell Atlantic continues to resist rather than accommodate competition. Moreover, in contrast to its unsupported assertion that its proposed Tariff 17 is legally compliant, the proposed tariff fails both by omission and commission. Not only do the proposed terms fail to comply with legal requirements, but the Tariff fails to provide a means for CLECs to purchase necessary elements such as DSL loops and adjacent collocation. For these reasons, the Department should require BA-MA to revise its Tariff 17 to comply with its obligations.

I. The application of the DTE's Policy of More Recent Orders Superceding Arbitrated Agreements Allows BA-MA to Have a Second Bite (and Perhaps

3rd, 4th, etc.) at the Apple.

Bell Atlantic contends that there is nothing unusual about the procedures regarding the interaction of a tariff and an interconnection agreement in Massachusetts. The truth, however, is that Massachusetts law on this issue is unlike the law of any other state and skews the bargaining power of the parties in favor of BA-MA.

In its Initial Brief, Bell Atlantic claims that the current rules will "generally leave unaffected by subsequent Department-approved tariffs those provisions included within an interconnection agreement that have been established by the parties through negotiation." In fact, Tariff No. 17 and all subsequent Bell Atlantic tariff filings could have profound and detrimental impacts on the existing negotiated agreements between BA-MA and CLECs. As MediaOne explained, under the current rules,

. . .terms and conditions of Department approved tariffs (which are derived from a Department arbitration or other proceeding) shall supercede corresponding arbitrated terms and conditions of interconnection agreements. In addition, the Department has stated that terms and conditions of Department approved tariffs (which are derived from a Department arbitration or other proceeding) shall supercede corresponding negotiated terms and conditions of an agreement, upon explicit direction of the Department.

These rulings effectively authorize BA-MA to avoid its negotiated and/or arbitrated obligations by simply filing a tariff. Allowing Bell Atlantic to "trump" a negotiated or arbitrated agreement by simply filing a new tariff is contrary to the intent of the 1996 Act and must not be permitted. The 1996 Act created a preference for competing carriers to negotiate the rates, terms and conditions under which they could compete in the local exchange market. If the Department allows a tariff to "trump" arbitrated terms and conditions of interconnection agreements, or even, in some cases, negotiated terms and conditions of agreements, future negotiations are prejudiced. Such a result is contrary to the intent of the 1996 Act to promote free negotiations of agreements. Notwithstanding BA-MA's obligation under the Act to negotiate in good faith, the Department's rulings effectively permit BA-MA, through its tariffs to supersede future interconnection agreements. Bell Atlantic should not be allowed to unilaterally override its obligations under the Act and the Department should not approve a tariff provision inconsistent with such obligations.

The Tariff presents language virtually identical to that which BA-MA has proposed in interconnection agreement negotiations. To the extent an issue was arbitrated and won in litigation by a CLEC, BA-MA intends for the more recently approved Tariff language to reverse the Commission's prior arbitration Order. Thus, for prior agreements, BA-MA will use the Tariff as a weapon to remove any benefits gained by CLECs through earlier litigation.

BA-MA is not just limiting these tactics to prior agreements. As MediaOne explained, BA-MA has indicated that it intends to rely on an approved tariff in future interconnection negotiations with CLECs. BA-MA is using this Tariff as a proxy to present its standard interconnection agreement terms, despite its obligations to negotiate interconnection agreements. In the event that a CLEC disagrees with BA-MA's proposed condition(s) on interconnection agreements, it would be forced to arbitrate its position. "Moreover, the Department's policy that tariff provisions supercede negotiated terms, but not arbitrated terms, would remove any incentive that Bell Atlantic might otherwise have to negotiate provisions rather than arbitrate them, because – by arbitrating them – Bell Atlantic preserves its right to change them with a unilateral tariff filing." Then, as indicated above, if BA-MA were to lose an issue in arbitration, it could file to modify its tariff to counter the term or condition to which it had objected. If approved, the Tariff would supercede the condition the CLEC had already litigated and thus provide BA-MA with the opportunity to revisit issues at will.

Alternatively, the Department might resolve issues in a proceeding that an affected party was unable to participate in – another arbitration case – for example. Such a result as MediaOne explained, "… is not only unfair, it eviscerates the nature and purpose of negotiations, and thus violates the spirit and intent of the Act." Similar opportunities, i.e., to revisit issues litigated and lost without need for reconsideration or appeal, are not within the CLEC's powers. Only BA-MA enjoys this privilege.

The crux of the problem is that BA-MA, and only BA-MA, would be allowed to constantly revisit interconnection terms with which it is not satisfied. This uncertainty cripples a CLEC's ability to make strategic plans and may prompt them to invest in other states where they can rely on regulatory stability. "As stated in Mr. Hirsch's testimony, from a business standpoint, this uncertainly is extremely detrimental (Exh. AT&T-36, pp. 11-12). CLECs will be disadvantaged by never knowing when or how the rules relating to its interconnection will be changed." Simply put, an agreement that Bell Atlantic can at any time ignore merely by amending its tariff is never final because it is always subject to change and revision by a subsequently filed tariff revision.

II. BA-MA's Tariff Should Be A Supplement to Rates, Terms and Conditions of Interconnection Agreements Rather Than A Substitute to Interconnection Agreements.

In its Initial Brief, BA-MA states that it will not inform carriers directly of tariff changes that might affect the carrier's interconnection agreement with Bell Atlantic, and instead carriers should rely on Bell Atlantic's "public notice" system of disclosure to find out themselves if their interconnection agreements have been changed. This statement underscores that Bell Atlantic-Massachusetts does not have a specific process for notifying carriers directly of tariff changes. Indeed, "tariff amendments can significantly change the terms and conditions of interconnection between BA and CLECs and the corresponding business relationship between them. Nonetheless, BA has steadfastly asserted that it does not intend to directly notify CLECs of filed tariff changes."

Further, BA-MA does not consider direct notice necessary and suggests that providing it would be too burdensome. The trend to incorporate by reference the terms and conditions of tariffs " … introduces substantial opportunity for mischief by BA, particularly to the extent BA may change the terms and conditions of the relevant tariffs without providing direct, written notice to the affected carriers." Because BA-MA does not believe it needs to make any attempt to work proactively with carriers to ensure that the parties had a meeting of the minds regarding how their agreements had changed, the result could be confusion among carriers and added work on the part of the Commission to interpret conflicting provisions.

Instead of providing notice directly to its wholesale customers, i.e., carriers who may be affected, BA-MA plans to provide "public" notice, which amounts to no more than CLECs being required to constantly check with the Commission for BA-MA tariff filings. This is burdensome to the CLECs (as well as to the Commission) and can easily be averted by simple electronic notice to carriers, especially those who BA-MA asserts may be affected. As the witness for Global NAPs explained:

Under BA-MA's proposal, changes in Tariff 17 would supersede any arbitrated agreements. They could be filed with the DTE without notice to the CLEC. For the CLEC to contest them, the CLEC would need to be aware of them. This essentially requires [CLECs] to expend the costs of legal or consulting fees to have someone monitor the DTE's daily filings, to give them a reasonable probability of being able to intervene. A smaller CLEC not prepared to do this runs a high risk of having the rug pulled out from under their plans. On the other hand, since there are only a relatively few CLECs, the cost to BA-MA of actually maintaining a mailing list of [CLECs] would be de minimis. It is not the same as having to notify every telephone ratepayer of every tariff filing via separate mail; there are not millions of CLECs would need to be notified. BA-MA is simply trying to tilt the balance of the

regulatory process their own way."

Not only are CLECs being asked to monitor BA-MA's filings, but they are also being asked to make determinations on when such filings may affect interconnection agreements and to what extent the interconnection agreements are altered. Until and unless BA-MA notifies CLECs of changes which may affect their interconnection agreements, BA-MA should not unilaterally impose changes on contracts. Instead, as MCI WorldCom requested, the Department should rule that provisions of Tariff 17: (1) represent alternatives to interconnection agreement provisions; (2) supplement interconnection agreements in the case of a new service which has not been offered under an interconnection agreement; and (3) apply only where the parties to an interconnection agreement have expressly agreed that a tariffed offering should be applied to the provision of a service covered under their interconnection agreement. To rule otherwise would unnecessarily burden CLECs by requiring them to constantly monitor BA-MA's filings at the Department and evaluate the filings to determine if, and to what extent, they modify existing contracts. The result would be dynamic agreements causing uncertainty with respect to rates, terms and conditions, but certainty with respect to the need for a continuing need for litigation to clarify changing contractual terms.

III. The Tariff Includes Rates, Terms And Conditions Which Are Discriminatory And Anticompetitive.

A. The Proposed Tariff Uses Discriminatory and Illegal Pricing

Methodologies in Order to Produce Artificially High Rates for Essential Services Required by BA-MA's Competitors.

BA-MA is attempting to use questionable costing methodologies and ignoring the pricing rules set by this Department and the FCC to increase the costs to its rivals for essential services such as collocation as Rhythms and Covad demonstrated in their joint initial brief. By pricing collocation artificially high, BA-MA is attempting to guarantee for itself exclusive control of the local marketplace and is preventing Commonwealth residents from enjoying the fruits of competition. The Department must closely scrutinize BA-MA's purported justifications and require strict compliance with the TELRIC pricing methodology that BA-MA is required by law to utilize.

BA-MA virtually ignores its burden of proving that its proposed rates are forward-looking. In its initial brief, BA-MA devotes little effort to countering the specific and concrete pricing methodology issues raised by commenting parties. Rather, BA-MA again relies on its basic contention that its costing studies "were taken directly from the Compliance Filing" and therefore "reflect forward-looking building costs based on the Company's existing wire centers." Rather than rely on BA-MA's conclusory assertion that its cost methodology is sound, the Department should examine the record evidence, which demonstrates that BA-MA is utilizing embedded cost analysis in order to drive up collocation prices far beyond their actual forward-looking costs.

In addition, BA-MA asserts that the Department has already approved its use of 1995 data for UNE pricing, and therefore that data is valid for pricing collocation elements. Contrary to BA-MA's conclusions, the Department has never found that the collocation pricing studies conducted here satisfy the FCC and Department pricing requirements. Moreover, BA-MA fails to explain how the Department's prior approval of resale discounts and UNE rates leads to a finding that BA-MA has properly conducted a study of its central office space. Given the recent changes in regulatory requirements for collocation, BA-MA's dated cost study cannot be based on the most efficient, forward looking collocation deployment. Bald assertions by BA-MA of compliance fail to counter the specific problems of the cost studies it relies upon as indicated by Terry Murray and others. Clearly BA-MA has failed to meet its burden of proof and as a result, the Department has no choice but to reject the rates proposed by BA-MA in Tariff 17 as filed.

Similarly, BA-MA does not provide any data to rebut the contention of Rhythms and Covad that BA-MA is "double charging" CLECs for collocation space by imposing special construction charges above and beyond the tariffed collocation rates. Rather, BA-MA makes the CLECs' argument for them when BA-MA concedes that it has set its collocation rates based on the embedded cost of its central office building, rather than the forward looking cost of collocation space. The forward looking cost should obviously take account of the need to construct additional space in the face of growing collocation demand – or else the costs would not be forward-looking. Yet, BA-MA completely ignores this central tenet of TELRIC methodology, and boldly claims a right to charge CLECs for the embedded costs of its central office space plus "special" charges for whatever changes to the space it chooses to make in the future. This is not TELRIC, and the Department must order BA-MA to adjust its tariff appropriately by eliminating special construction charges, thus eliminating BA-MA's power to unilaterally and arbitrarily raise CLEC collocation costs.

As to security costs, BA-MA again does not counter commentors' evidence that those costs are unreasonable and based on a misinterpretation of FCC-established permissible security parameters. Rather, BA-MA reasserts that it needs a variety of different security measures (three) and describes those measures. Nowhere in its brief, however, does BA-MA explain why its onerous and expensive security measures, many of which are to its own benefit as much as CLECs, are permissible. This is particularly true given the fact that the FCC specifically concluded in its March 31, 1999, Order that incumbent LECs were artificially inflating security costs by adopting unnecessary measures. BA-MA seems to think it has unbridled power to adopt security measures as it sees fit, regardless of their cost or utility – this is exactly the type of anticompetitive behavior that the FCC sought to prevent.

B. The Terms and Conditions Found in BA-MA's Proposed Tariff Are Discriminatory and Anticompetitive.

In their initial brief, Rhythms and Covad described at length the ways in which the terms and conditions for collocation BA-MA proposes in Tariff 17 are unreasonable and violate the FCC's Advanced Services Order and UNE Remand Order. For example, the onerous and excessive security requirements proposed by BA-MA fly in the face of the FCC's directives regarding acceptable security. Other parties also recognized the anticompetitive and discriminatory security requirements BA-MA is attempting to impose in its Tariff 17 amendments.

BA-MA's weak and [ineffective] cageless collocation offering further demonstrates BA-MA's anti-competitive tactics to drive its competitors from the Massachusetts market. The provisions regarding reservation of space and CLEC use and access to cable racking proposed by BA-MA in Tariff 17 offer further evidence that BA-MA gives itself preference at the detriment of its competitors. It is telling that, while the terms and conditions under which Bell Atlantic is providing collocation in neighboring states promote active competition and have opened the advanced services market, BA-MA flatly refuses to incorporate any of the terms and conditions to benefit Massachusetts consumers.

IV. The Tariff Fails to Include Material Provisions

As discussed in the Initial Brief of AT&T, the Tariff also fails in its omissions. As described, the lack of any installation intervals gives BA-MA complete, unchecked discretion over this competitively critical factor. Further, the briefs prepared by AT&T, MCI/WorldCom and Sprint provide additional support for the joint commenters' argument that BA-MA needs to broaden its collocation alternatives to assure full and open and active competition. By its brief, BA-MA proves its understanding of the FCC's recent orders is incorrect. BA-MA claims it would only be required to provide adjacent collocation where space is exhausted, implying it is precluded from providing alternative collocation arrangements unless the FCC has specifically mandated it. BA-MA is wrong. Although the Advanced Services Order mentions that adjacent collocation should be made available where space is exhausted, the FCC made clear its rules were minimum rules that this Department could, and is encouraged to, expand.

Hand-in-hand with making alternatives available, BA-MA's failure to allow in-place conversion of virtual to physical collocation is not only counter to the FCC's goals in its recent orders (i.e., faster deployment of competitive services), but also in fact exacerbates the problems faced by CLECs, making collocation a more difficult deployment alternative.

Furthermore, as several of the parties recognized, even though BA-MA acknowledges that it is required to make xDSL compatible loops available to CLECs, it has refused to include such an offering in its tariff. Indeed, "Bell Atlantic has indicated that it is not even close to making those offerings available." BA-MA's failure to tariff xDSL loops stands in stark contrast to its willingness to make such an offering in New York. BA-MA has failed to provide any justifiable reason for refusing to make these loops available under tariff in Massachusetts.

BA-MA's position will unnecessarily obstruct competitive development in Massachusetts, placing the Commonwealth at a competitive disadvantage to the New York marketplace. Indeed, as MCI explained, "BA-MA's failure to submit DSL loop tariffs in light of its filing in New York and in face of the burgeoning public demand for increased bandwidth capabilities constitutes a discriminatory withholding of service." Finally, AT&T is correct that the "Department should not tolerate this resistance and delay in making essential UNEs available to CLECs and should order that Bell Atlantic promptly revise Tariff 17 to include all mandated UNEs," including xDSL capable loops, at TELRIC prices.

V. Conclusion

The Department should find and rule that Tariff No. 17 does not supersede the provisions of the interconnection agreements between BA-MA and CLECs. Instead, the Tariff: (1) represents an alternative to interconnection agreement provisions; (2) supplements an interconnection agreement in the case of new services not already offered through an interconnection agreement; and (3) applies to an interconnection agreement only when all parties to the agreement have expressly agreed that it should to a particular provision.

The terms and conditions of the tariff must comply with legal requirements as well as be complete to the greatest extent possible. To this end, BA-MA should be compelled to modify its tariff offerings to comply with the criticisms discussed by Rhythms, Covad and others in their initial briefs. Further, the services that should be available generally, but which can only be obtained currently via an interconnection, should be added to Tariff 17, e.g., line-sharing, DSL capable loops, etc.

Until such time as the tariff:

(1) complies with the laws now in effect such as the relevant provisions of the Advanced Services Order;

(2) is complete as a means to provide an alternative means for accessing necessary elements and services required to provide customers service; and

(3) is deemed to be a supplement, rather than a replacement, to interconnection agreements;

it is premature for it to be approved.

Respectfully Submitted,

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February 17, 2000

CERTIFICATE OF SERVICE

I, Leslie LaRose, do hereby certify that on this 17th day of February, 2000, I have served a copy of the foregoing document via Federal Express and U.S. Mail, postage pre-paid, to the following:

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