

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

**New England Telephone and Telegraph Company,  
d/b/a Bell Atlantic-Massachusetts – Petition for  
Approval Pursuant to Section 271 of the  
Telecommunications Act of 1996**

**D.T.E. 99-271**

**RESPONSE OF MEDIAONE TELECOMMUNICATIONS OF  
MASSACHUSETTS, INC. TO BELL ATLANTIC SUPPLEMENTAL COMMENTS**

**I. INTRODUCTION**

On May 26, 2000, Bell Atlantic (“BA”) filed Supplemental Comments and supporting materials in the above-captioned docket pursuant to the Department’s January 26, 2000 Procedural Rulings. In its filing, BA purported to demonstrate its compliance with the “Competitive Checklist” set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 (the “Act”). In furtherance of its goal of entry into the in-region long distance market, BA blatantly asserts that CLEC challenges to its Petition amount to nothing more than “anecdotal allegations” without evidentiary support. *BA Supplemental Comments at 3.*

MediaOne Telecommunications of Massachusetts, Inc.<sup>1</sup> (“MediaOne”) disputes BA’s characterizations of the claims set forth by MediaOne in this proceeding. BA’s Supplemental Comments merely gloss over the issues raised by MediaOne, where in reality, these issues have created practical barriers to MediaOne’s entry into the competitive local phone market. Despite the fact that MediaOne is a facilities based residential telephone provider and its dependence on BA is somewhat more limited than other CLECs, MediaOne still depends on BA for, among

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<sup>1</sup> MediaOne was recently purchased by and is a subsidiary of AT&T. While its parent company has changed, the issues specific to MediaOne remain the same.

other things, interconnection, transport, local number portability and access to utility poles, conduits and rights of way.<sup>2</sup>

BA's delays in the construction of the Brockton meet-point and errors in porting have caused MediaOne to expend many hours of manpower to resolve, hours that could be better spent on its own business rather than analyzing and remedying errors caused by BA's procedures. In addition, BA's application of switched access rates instead of TELRIC rates for transport over its network would effectively prohibit MediaOne from providing local phone services, creating an economic barrier to entry.

MediaOne hereby submits its Response to BA's Supplemental Comments as additional evidence demonstrating that the local telecommunications market is not unquestionably and irreversibly open to competition, and that BA's Petition to gain entry into the in-region long distance market should not be approved at this time.

## **II. DISCUSSION**

### **A. BA's Failure to Construct Meet-Point in a Timely Manner Amounts to Non-Compliance of Checklist Item 1 (Interconnection)**

BA has yet to satisfy Checklist Item Number 1. Section 251(c) of the Act requires incumbent local exchange carriers (ILECs) to interconnect their network with the facilities and equipment of any requesting CLEC at any technically feasible point on an ILEC network on rates, terms and conditions that are just, reasonable and non-discriminatory. BA has failed to meet this obligation. For example, BA's construction of the interconnection mid-span fiber meet point with MediaOne in Brockton, Massachusetts spanned from 1998-2000 and was fraught with delay, ultimately resulting in a competitive edge to the incumbent. BA's posturing during the

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<sup>2</sup> MediaOne has been negotiating an interconnection agreement with BA since November, 1998. The agreement, however, has yet to be finalized due in large part to the unreasonable positions maintained by BA during interconnection negotiations.

construction demonstrates that although BA claims to have complied with Checklist Item 1 in theory, reality is a different story.

### **1. Delays in Meet-Point Construction Favored ILEC**

MediaOne maintains, as it has since its Initial Filing and the technical sessions, that BA has failed to meet its duty to interconnect with any CLEC at any technically feasible point because of the delays caused by BA during the construction of the second mid-span fiber meet point in Brockton, Massachusetts. MediaOne vehemently disagrees with BA's claim that the failure to complete the construction in a timely manner does not "present a checklist compliance issue,"<sup>3</sup> as any delay in the actual physical interconnection of the competitive carrier to the incumbent carrier's network favors the incumbent, thus frustrating local competition. MediaOne also objects to BA's characterization of the events surrounding the construction of the mid-span meet, which points at poor CLEC planning as one of the main reasons behind the delays, while championing BA's own "strong performance."

Although construction of the Brockton mid-span fiber meet was ultimately completed in February, 2000, the events surrounding the construction merit discussion as they are relevant to the 271 proceeding to ensure such delay tactics are not repeated during the construction of any future mid-span meets.

As set forth in the Technical Session Testimony of David Kowolenko<sup>4</sup> previously submitted in this proceeding, pursuant to the interconnection agreement (the "Agreement") existing at that time (and still the prevailing agreement) MediaOne notified BA in November, 1998 of its intent to establish a second mid-span fiber meet designed to alleviate a potential capacity shortage. After a three month delay, a BA project manager was finally assigned to the

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<sup>3</sup> *BA Supplemental Comments at 13.*

<sup>4</sup> The previously submitted Testimony of David Kowolenko, dated November 15, 1999, is referred to herein as the Kowolenko Testimony.

project in February 1999, and by mid April 1999, the parties were ready to begin construction of the meet point. *Kowolenko Testimony, p. 4.*

The existing Agreement required BA to construct additional mid-span meets. Yet, in its Supplemental Comments BA passively states, “Regrettably, this network proposal then became involved with an active controversy over the parties’ respective responsibilities for the costs of terminating traffic.” *Supplemental Comments at 15.* What BA does not disclose is that on April 23, 1999 MediaOne was notified by BA that it would not begin construction unless MediaOne signed a Memorandum of Understanding (“MOU”) relating to certain details, terms and conditions of the construction of the meet point. *Kowolenko Testimony, p. 5.* The Agreement did not include any obligation to sign such a document, yet BA used the MOU as an excuse to delay the commencement of the construction. *Id.* In fact, some of the MOU language was inconsistent with the terms and conditions agreed to in the Agreement. *Id.*

One of the primary issues with the MOU was BA’s attempt to retroactively charge MediaOne certain costs, if the Department decided such costs were reasonable in the parties’ *successor* interconnection agreement. *Id.* No such costs were contemplated under the prevailing Agreement pursuant to which the meet point was being constructed and MediaOne could not in any respect agree to such an outrageous demand. *Id.* This additional delay of four months was caused solely by BA’s indefensible position and eventually, in August, 1999 BA agreed to take the retroactive charging language out of the MOU. *Id.*

## **2. Proposed Changes in Network Design Due to Bell Atlantic’s Delay in Construction**

MediaOne also disagrees with BA’s representation that its proposed change in the interconnection design indicated a need for better CLEC planning and contributed to the significant overall construction delays. It is MediaOne’s practice to constantly evaluate and

revise its network engineering to provide the most sophisticated, efficient Broadband network possible. Due to the four-month delay caused by BA's unreasonable demand to sign the MOU, MediaOne had the opportunity to re-evaluate its network design and came up with what was in its opinion, a more efficient, cost effective design plan. *Affidavit of David Kowolenko*, ¶ 3 (hereinafter "Kowolenko Affidavit" attached hereto as Exhibit A). MediaOne did in fact present a revised design plan to BA in July 1999. *Id.* MediaOne, however, did not submit the new design with the intent of forcing BA to adhere to it, but presented it as an alternative to the existing plan, created solely as a result of BA's lengthy delay in the commencement of the meet point construction. *Id.* Once BA notified MediaOne that it could not proceed forward with the revised plan, MediaOne immediately withdrew the plan and returned to the original interconnection design. *Id.* The delay caused by the revised proposal was, at most, one month – almost insignificant given the overall snail-like pace of the project, which took 15 months to complete. *Id.*

BA in its Supplemental Comments blames much of the delay on MediaOne, when in fact, it was BA's untenable position regarding the MOU that brought construction to a standstill. The prevailing Agreement required BA to move forward in a timely manner with MediaOne's meet point construction request. BA failed to do so. In fact, BA's delays caused MediaOne to incur additional costs by purchasing facilities from another provider at the cost of approximately \$30,000 over a three month period. *Kowolenko Affidavit*, ¶ 4. This expenditure was required in light of the fact MediaOne anticipated a shortage in trunking capacity without an active Brockton meet point. *Id.* BA's failure to provision the meet point in a timely manner demonstrates with clarity that BA has not complied with its duty to interconnect pursuant to Section 271.

**B. BA's Position Regarding Unbundled Transport Demonstrates Non-compliance with Checklist Items 2 and 5**

In the ongoing BA-MediaOne Arbitration, D.T.E. 99-42/43, BA contends that MediaOne should pay prohibitively high switched access rates instead of TELRIC rates for transport over BA's network. Although this issue is being fully litigated in D.T.E. 99-42/43 it serves as an illustration of the competitive and economic barriers presented by BA's unreasonable position on its UNE pricing at TELRIC rates as well as UNE transport, Checklist Items 2 and 5.

**1. BA's Insistence on Charging Switched Access Rates for Leased Transport Violates its Obligations Under The Act**

The FCC, in its First Report and Order, ruled that the interconnection obligation pursuant to the Act permits competing carriers to choose the most "efficient points at which to exchange traffic with incumbent LECs thereby lowering competing carriers costs of, among other things, *transport and termination of traffic.*" *Implementation of Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499, at ¶ 172 (1996). MediaOne, in designing its Broadband network, adopted mid-span fiber meets as the most cost efficient and effective method of interconnection with the BA network.

During its interconnection negotiations with BA, MediaOne proposed that it lease transport from BA's terminating electronics for the mid-span fiber meets to BA's Interconnection Points ("IPs") at UNE Inter-Office Facilities ("IOF") TELRIC rates. BA disagreed that UNE IOF rates were appropriate and instead proposed that any such leased transport be provided at switched access rates, which on a per mile basis are approximately 30 times higher than UNE rates. In fact, BA's proposed Interconnection Tariff 17 explicitly prohibits TELRIC IOF rates from applying where interconnection occurs by mid-span meet,<sup>5</sup> effectively forcing CLECs to collocate in order to attain the lower TELRIC transport rate. BA's

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<sup>5</sup> BA's Tariff Interconnection Tariff 17, which is currently pending before the Department, specifically states that dedicated IOF transport "is not provided with mid-span meets." Tariff 17, Section 2.1.1.(A)(2).

attempt to strong arm MediaOne into paying transport at switched access rates at a charge of \$21.25 per mile for access vs. \$.73 per mile for IOF, demonstrates BA's absolute failure to comply with the Act's requirement to provide unbundled transport pursuant to Checklist Item 5.<sup>6</sup> BA's proposed application of switched access rates is so unreasonable and expensive, it would amount to an economic barrier to entry; violating the Act and stifling competition.

BA's position is completely without merit and therefore contrary to its obligations pursuant to a Section 271 Petition. The FCC in the *Local Competition Order* and the *UNE Remand Order* specifically found that incumbent LECs have an obligation to offer unbundled access to IOF.<sup>7</sup> The leased transport facilities at issue fall squarely within the definition of IOF and therefore, without question, TELRIC rates should apply. While the specific legal arguments surrounding this dispute are being fully litigated in D.T.E. 99-42/43, the outrageously high rates BA is attempting to impose on MediaOne illustrate BA's failure to provide TELRIC pricing and UNE transport pursuant to Checklist Items 2 and 5, as well as come to fair, just and non-discriminatory terms and conditions for interconnection.

BA's exclusion of IOF originating from the terminating electronics of a mid-span meet facility from classification as UNE transport is also inconsistent with the FCC's stated policy to establish a broad, comprehensive, framework for access to UNE transport facilities at TELRIC-rates. In establishing interoffice transport as a UNE, the *Local Competition Order* identifies several public policy goals. One of those goals is to further rapid competitive deployment by reducing litigation costs and delays that would inevitably result if incumbent LECs had the flexibility to quibble over which trunking facilities qualified as UNEs. This policy concern was articulated in the *UNE Remand Order*, where the Commission decided to require ubiquitous

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<sup>6</sup> In addition, the prohibitively high rates BA is attempting to charge MediaOne also amounts to non-compliance of Checklist Item 1 by failing to provide interconnection at any technically feasible point.

<sup>7</sup> *Local Competition Order*, 11 FCC Rcd at 15757 ¶ 439; *UNE Remand Order* at 321.

UNE transport availability instead of accepting the incumbent LECs' plan of linking UNE transport availability to specific service areas determined on a case-by-case basis. "We believe, however, that the benefits of uniform transport unbundling outweigh the costs of creating a patchwork regime in which incumbent LECs would likely seek to litigate its transport unbundling obligation on particular point-to-point route where transport alternatives are arguably available."<sup>8</sup> Similarly, in this instance, it undermines the goals and benefits of universal transport availability to allow BA to determine arbitrarily that it will not provide UNE transport between certain types of switching offices under certain conditions.

## **2. Switched Access Rates are Prohibitively High**

The switched access rates BA proposes to charge MediaOne are substantially higher than UNE rates and pose a competitive disadvantage to MediaOne, in violation of Checklist Item 2. A simple comparison of BA's monthly charges for UNE IOF and switched access rates demonstrates the inequity. For example, assuming approximately 25,900 miles of transport facilities and 456 T1s, applying the special access rate of \$66.00 per T1 and \$21.25 per mile<sup>9</sup> vs. the UNE IOF rate of \$126.35 for T1 and \$.73 per mile,<sup>10</sup> would result in a monthly price differential of approximately \$500,000 (\$580,000 for special access vs. \$80,000 for IOF). Assuming a new entrant with approximately 30,000 customers, the cost per customer for *transport alone* under the special access scenario would amount to approximately \$19.35 per customer per month compared to only \$2.66 per customer per month under the UNE IOF rates. Without question, BA's attempt to charge the special access price for UNE IOF amounts to a competitive barrier to entry.

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<sup>8</sup> *UNE Remand Order* ¶ 366.

<sup>9</sup> *Massachusetts Access Tariff No. 15*, Section 30.6.2.

<sup>10</sup> *Massachusetts Interconnection Tariff No. 17* (pending), Part M, Section 2.2.1

In addition, BA's attempt to restrict MediaOne to switched access services if it desires to purchase transport from BA in order to carry its traffic from the terminating point of the mid-span meet to BA's IPs, is also an illegal attempt by BA to avoid its unbundling obligation under the Act. BA, by excluding IOF rates from mid-span meets, forces carriers to more expensive methods of interconnection, either by collocation or by paying exorbitant switched access rates – both of which are unacceptable and violative of its interconnection obligation. As demonstrated above, the facilities at issue are clearly IOF and should be priced at TELRIC rates; BA has an obligation under the Act to provide access to IOF at any technically feasible point; and BA's terminating electronics for the mid-span meet facility have been proven to be a technically feasible point. BA's position in the BA-MediaOne Arbitration dispute clearly illustrates its failure to interconnect, and likewise, its failure to comply with Checklist Items 2 and 5.

**C. BA's Performance With Respect To Same Day Cancelled Or Rescheduled Ports Needs Further Improvement (Checklist Item 11)**

MediaOne reiterates its Initial Comments with regard to BA's performance on Checklist Item 11, Local Number Portability. A new customer's first experience with MediaOne Digital Telephone Service may be the porting of his or her number. *Kowolenko Affidavit*, ¶ 5. A port that is mishandled leaves that customer without dial-tone or unable to receive phone calls. *Id.* From a competitive standpoint, it is critical that this first step occurs seamlessly and without error. Any defect in porting by BA damages MediaOne's reputation and may result in MediaOne losing that customer. *Id.* While both MediaOne and Bell Atlantic have worked to streamline the inter-carrier communications regarding porting, BA's work order process for administering same-day port cancels and/or reschedules is manual and requires improvement.

Even BA has acknowledged that it is aware that MediaOne has performance issues with BA's same day cancellation procedures. *Supplemental Comments at 111*. What BA also does in its Supplemental Comments, however, is gloss over these "misses" of its due date commitments,

by stating that where MediaOne cancelled or rescheduled its porting requests BA was able to accommodate the “vast majority” of these changes without adverse customer impact.<sup>11</sup>

BA’s manual process, however, is prone to error. *Kowolenko Affidavit*, ¶ 6. On numerous occasions, BA has ported a customer’s number despite the fact that MediaOne has received from BA a firm order confirmation (FOC) of the cancellation or reschedule. *Id.* In a competitive marketplace, *any* glitches – including lost dial-tone due to mishandled number ports – impact a new carrier’s ability to grow its market share. While it is true that MediaOne has had a high number of cancelled or rescheduled porting requests, MediaOne communicates these requests in accordance with BA’s procedures. Still, despite cancellation confirmation by BA, the port may occur, leaving the customer without dial-tone.

MediaOne’s own data shows that while there has been progress in the success of same day cancels or reschedules, there is certainly room for improvement. Over the past four months, BA erroneously ported approximately 4% of ports they had confirmed to MediaOne as cancelled or rescheduled (including a 7% defect rate in the month of June). *Id.*, ¶ 9. This number is not insignificant as it represents not only potential lost customers and damage to MediaOne’s reputation, but a serious breakdown in BA’s own internal procedures. *Id.* This defect may be acceptable to BA, but to MediaOne – which relies on BA to provide a seamless porting of new customers’ phone numbers – it is unacceptable.

In today’s marketplace, telecommunications providers must remain flexible to keep up with their customers. Inevitably customers cancel or reschedule their orders or are not home at the time of installation and a competitive provider must be able to handle these changes. Unfortunately, a CLEC cannot port a number without depending on BA. MediaOne, therefore, expects BA to follow through with its own procedures when MediaOne requests an order cancelled or rescheduled and that request is confirmed.

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<sup>11</sup> BA states it does not keep statistics on port cancellations or reschedules. Response, DTE-MI-4-1.

BA's process for handling CLEC cancellation or reschedules is manual and as stated above, is subject to error despite the best intentions of both parties. It is therefore critical that BA implement a flow through, automated process to ensure that same day port cancellations or reschedules that are confirmed by BA do not occur. Because the process is manual, it is unlikely to be adequate as MediaOne's customer base increases. *Kowolenko Affidavit*, ¶ 7. As the number of MediaOne customers grow, so will the number of same day cancels/reschedules, and the current procedures simply will not scale to meet this increased demand.<sup>12</sup> *Id.*

Additionally, in cases where BA does not confirm the cancel on the scheduled port date, MediaOne must also expend significant manpower to track the port requests to ensure the customer – who is still a Bell Atlantic customer – maintains dial-tone. *Id.*, ¶ 8. To prevent the port from occurring erroneously, MediaOne must contact BA's CLEC Control Center, typically via facsimile, and BA must insert a false date to push out the date of disconnect. *Id.* Then MediaOne must confirm that "false" disconnect date is removed, in order to prevent BA from porting the number at some later, incorrect date. *Id.*

Finally, it is troublesome that BA does not even maintain statistics on its performance in processing cancelled or rescheduled ports, a critical metric to any interconnecting CLEC. *BA Response to DTE-MI-4-1*. BA's inability to monitor its own performance deflects responsibility from BA and places it on the CLECs. This is especially true where the process itself is manual and prone to mistake by BA at relatively low volumes. BA should have internal metrics in place.

As stated above, any defect in the porting process is damaging to a competitive carrier. The time and effort MediaOne is forced to expend when BA fails to properly cancel a port, or the request for a cancel/reschedule is not confirmed by BA, negatively affects MediaOne and its porting processes. As demonstrated by the failed cancel/reschedule requests, BA is unable to

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<sup>12</sup> Under the current procedures, if bad weather requires the majority of scheduled ports to be cancelled, MediaOne has serious doubts about BA's ability to successfully cancel the ports with its manual procedures.

abide by its own manual cancellation procedures, nor does it maintain metrics by which to measure performance of this critical issue. MediaOne requests that the Department require BA to keep metrics on cancelled or rescheduled porting as well as develop flow-through procedures for administering the port cancellations. In a world where competitive carriers must be flexible to meet customer demand, MediaOne or any other CLEC, cannot continue to be hampered by BA's outdated, manual and non-scalable processes. Failure to respond adequately to these legitimate porting concerns amounts to non-compliance with Checklist No. 11 – local number portability.

**D. Public Interest Standard – Lack of Numbering Resources**

In addition to determining whether the competitive checklist is satisfied, the Act imposes a statutory requirement to assess whether the requested authorization to enter the interLATA market is consistent with the public interest, convenience and necessity. Section 271(d)(3)(C). This is an inquiry independent from whether or not BA has satisfied the statutory Checklist. The underlying goal of this inquiry is to conclude whether approval of a Section 271 Petition will foster competition in all relevant telecommunications markets, including the local exchange service market. *See In the Matter of BellSouth Corporation for Provision of In-Region, InterLATA Services in Louisiana*, 13 FCC Rcd 10599, ¶ 361 (1998).

The FCC has noted that the public interest analysis is the opportunity to review circumstances presented by the 271 application to ensure no other relevant factors exist that would frustrate the congressional intent of open local exchange markets. *See In the Matter of Application by Bell Atlantic New York for Authorization to Provide In-Region, InterLATA Service in the State of New York*, CC Docket No. 99-295, ¶ 423 (December 22, 1999).

MediaOne asserts that the lack of numbering resources in the state of Massachusetts at this time is a relevant factor which should prevent or at least delay the Department from granting

to BA approval for entry into the interLATA market.<sup>13</sup> The availability of telephone numbers is dwindling, yet without them carriers cannot provide service. Currently, there are no numbering resources available in the 508 area code and the 617 area code also faces imminent exhaust. In addition, the Department recently noted in a Memorandum, that the priority list for numbers in the 781 NPA extends through January 2001, and code requesters in the month of June will now have to wait until March, 2001 to activate their codes. Similarly, in 978, successful code requesters in the June lottery will be unable to activate numbers until October, 2000.<sup>14</sup> These facts are striking and cannot be ignored.

While the Department has recognized this numbering crisis and has appropriately ordered relief in the form of four new overlay area codes in the near future, this expected relief will not occur swiftly enough to avoid impact on competition in the local exchange market. CLECs are continuously clamoring for numbering resources. BA, with its apparently vast numbering resources, does not appear to be as significantly affected by the shortage. In contrast, the unavailability of telephone numbers to MediaOne has hampered the roll out of its Digital Telephone Services and delayed its entrance into many local cities and towns, illustrating a clear competitive disadvantage. *Kowolenko Affidavit*, ¶ 11.

In fact, MediaOne has approached the Department seeking relief from its numbering crisis and has also worked out code sharing arrangements with other carriers in order to address its numbering needs. Even with these arrangements in place, however, MediaOne is still restricted in its ability to launch its telephone service as planned. Other CLECs are likely in the same position. Pursuant to the Department's April 24, 2000 Order, area code relief will not be implemented in Massachusetts until April 2, 2001. Despite the April implementation date, new

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<sup>13</sup> MediaOne is not asserting that the lack of numbering resources is related to BA's failure to meet any particular Checklist Item. The Public Interest analysis is a separate and independent inquiry into the conditions of the relevant communications market at the time of the Petition and is not necessarily a reflection of BA's conduct.

<sup>14</sup> July 7, 2000 Memorandum of Hearing Officer, D.T.E. 99-99/99-11.

numbers will not be active in the LERG until May 2, 2001 – almost a full year away.<sup>15</sup> In addition, the pent up demand for new telephone numbers will surely impact the timely availability of telephone numbers to carriers at the outset of relief.

For these reasons, it is inappropriate for the Department to grant entrance to BA into the long distance market where a significant barrier to local competition, a dearth of telephone numbers, exists. As long as numbering resources are restricted in any manner, CLECs will continue to be curbed in their efforts to serve customers and launch new services. It is proper for the Department to consider the gravity of this situation in the context of BA's 271 Application. Allowing BA entry into the long distance market at a time when CLECs are hampered from entering the local market because of the lack of numbering resources is clearly against the public interest.

**E. Non-discriminatory access to poles, ducts, conduits and rights of way (Checklist Item 3)**

MediaOne hereby supports the comments submitted by New England Cable Television Association on non-discriminatory access to poles, ducts, conduits and rights of way (Checklist Item 3). BA's positions and activities relative to this Checklist Item are not in compliance with §271 and impose an unreasonable burden on CLECs.

**III. CONCLUSION**

MediaOne urges the Department not to approve BA's 271 Petition at this time. BA has demonstrated time and time again, from its unreasonable position in the BA-MediaOne Arbitration on UNE transport, to its delays in provisioning an agreed to meet point, that it has not satisfied the Act's interconnection and UNE pricing and transport requirements (Checklist Items 1, 2 and 5). Moreover, BA's manual process for cancelling and rescheduling ports is in dire need

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<sup>15</sup> The Department initially ordered mandatory dialing to be implemented May 1, 2001. The industry, however, requested the Department accelerate the mandatory dialing date. The date was moved to April 2, 2001 per order of the Department dated June 30, 2000. D.T.E. 99-99/99-11.

of improvement. Flow-through automated procedures are required in order for the process to work seamlessly (Checklist Item 11). These issues have caused very real and practical hurdles for MediaOne to enter into the local exchange market and demonstrate the market is not truly open to competition. Simply put, all of the obstacles faced by CLECs like MediaOne work in favor of the incumbent. Finally, MediaOne respectfully requests that the Department consider the numbering crisis in the 128 LATA and find that granting BA 271 Approval at this time would not be in the public interest.

Respectfully submitted,

**MediaOne Telecommunications of  
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By its Attorney,

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