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December 6, 2004

Via Hand Delivery
Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re In Re Citizens Telecommunications Company of Tennessee, LLC's Response to Petition and Motion to Dismiss
Docket No 400310

Dear Chairman Tate

Enclosed for filing in the above-referenced proceeding are an original and fourteen copies of Citizens Telecommunications Company of Tennessee L L C 's ("Citizens") Response to Petition and Motion to Dismiss

Should you have any questions, please do not hesitate to call

Very truly yours,

STOKES BARTHOLOMEW
EVANS & PETREE P A

Charles W Cook, III

CWC/eu
Enclosures

273380 1/2256 20

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

IN RE:	)	
	)	
PETITION OF TENNESSEE	)	
INDEPENDENT TELECOMMUNICATIONS	)	
GROUP, LLC D/B/A IRIS NETWORKS	)	
FOR ARBITRATION OF A COLLOCATION	)	**Docket No. 400310**
AGREEMENT WITH CITIZENS	)	
TELECOMMUNICATIONS COMPANY OF	)	
TENNESSEE L.L.C. OR IN THE	)	
ALTERNATIVE FOR RESOLUTION OF	)	
COMPLAINT AGAINST CITIZENS	)	
REGARDING DENIAL OF COLLOCATION	)	
REQUEST	)	

CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE L.L.C.'s
RESPONSE TO PETITION AND MOTION TO DISMISS

Citizens Telecommunications Company of Tennessee L L C ("Citizens") respectfully submits this brief as requested by Order of the TRA, dated November 23, 2004, with respect to the above referenced petition filed by Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks ("Iris")

INTRODUCTION

Iris has sought to interconnect with Citizens network pursuant to 47 U.S.C § 251 (c)(6) In that regard, in its November 23, 2004 Order the TRA has asked the following question "Whether [Citizens] must provide physical collocation to [Iris] pursuant to 47 U S C § 251 (c)(6) "

As is discussed below, section 251(c)(6) is inapplicable to Iris to the extent IRIS is providing transport to interexchange carriers ("IXCs") A reading of section 251(c)(6) in conjunction with section 251(g) makes it clear that collocation under the Telecommunications

Act of 1996 ("The Act") is only available for physical interconnection of local (non-access) traffic and access to UNEs, while IXCs (and presumably their surrogates) are left to the pre-1996 access charge regime which uses physical and pricing arrangements that are completely different from collocation, i e "entrance facilities" to a physical POP or "Direct End Office Trunking" for the exchange of interexchange switched traffic

THE PARTIES

Citizens is an incumbent local exchange carrier ("ILEC") as defined in T C A § 65-4-101, serving customers in White, Warren, Weakley, Putnam, and Cumberland counties in Tennessee. Citizens is regulated by the TRA pursuant to T C A §§ 65-4-101 and 65-4-104

Iris defines itself as a competitive access provider ("CAP") or a "carrier's carrier" that provides transport for CLECs and IXCs, and it claims that it is "not a competitive local exchange carrier ("CLEC") nor is it an interexchange carrier ("IXC") " Petition, p 2 [1] However, Iris also claims that it "provides transport for CLECs and IXCs " Petition, p. 5

ARGUMENT:

I. Iris's Petition Should Be Denied Because Iris Is Not a CLEC And To The Extent That It Also Provides Transport For IXCs.

According to Iris' petition, Iris contends that Citizens "has a duty to provide Iris physical collocation of Iris' equipment necessary to interconnect with Citizens at Citizens' premises at its

[1] The members/owners of Iris are as follows Ardmore Telephone Company, Ben Lomand Rural Telephone Cooperative, Inc , Bledsoe Telephone Cooperative, DTC Communications, Highland Telephone Cooperative, Loretto Communications Services, Inc , North Central Communications, Inc , Scott County Telephone Cooperative, Twin Lakes Telephone Cooperative, United Telephone Company, and West Kentucky Rural Telephone Cooperative (See Iris Application For Certificate of Public Convenience, TRA Docket No 03-00581)

Cookeville central office on rates, terms and conditions that are just reasonable and non-discriminatory, pursuant to 47 U S C § 251 (c)(6)

47 U.S.C § 251(c)(6) states that an ILEC, such as Citizens has

> The duty to provide, on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that the carrier may provide for virtual collocation if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations

47 U S C § 251(c)(6)

However, 47 U S C § 251(g), which governs interconnection by IXCs, provides in pertinent part

> On and after February 8, 1996, each local exchange carrier, to the extent that it provides wireline services, shall provide exchange access, information access, and exchange services for such access to interexchange carriers and information service providers in accordance with the same equal access and nondiscriminatory interconnection restrictions and obligations (including receipt of compensation) that apply to such carrier on the date immediately preceding February 8, 1996 under any court order, consent decree, or regulation, order, or policy of the Commission, until such restrictions and obligations are explicitly superseded by regulations prescribed by the Commission after February 8, 1996 During the period beginning on February 8, 1996 and until such restrictions and obligations are so superseded, such restrictions and obligations shall be enforceable in the same manner as regulations of the Commission

47 U S C § 251(g)(emphasis added)

As is evident from the language cited above, IXCs and CLECs are treated differently under The Act with respect to their rights to interconnection. It is clear that section 251(c)(6) applies when interconnection is sought by a CLEC, and section 251(g) applies when interconnection is sought by an IXC *See In re Worldcom,* 2002 WL 1576912, 17 F C C.R 27,039 *27141-42, 17 FCC Rcd 27,039, F C C , Jul 17, 2002 (copy of relevant pages attached) [2]

[2] This opinion is 392 pages long

("[A]s a practical matter, a requesting carrier may not purchase UNE switching solely to provide exchange access service, without also providing local exchange service to that end user [FN693] Specifically, the Commission has held that 'a carrier that purchases an unbundled switching element for an end user may not use that switching element to provide interexchange service to end users for whom that requesting carrier does not also provide local exchange service '[FN 694") Thus, IXCs cannot use UNEs solely for special access IRIS, in fact, does not even seek UNEs On the basis of the correspondence attached as Exhibit A to Citizens' Motion to Dismiss filed October 25, 2004, Iris is exclusively in the special access business Thus, Iris is entitled neither to UNEs nor to collocation

II. Iris Is Not Seeking Collocation For the Purposes Permitted By The Statute.

Iris claims that it is not a CLEC In fact, Iris specifically acknowledges that it provides transport for IXCs. In connection with this Petition, Iris has not shown and cannot show that it is acting as a CAP for local carriers and has prospective CLEC customers who wish to provide local exchange service in Citizens' territory Citizens is aware of no such CLEC customers and Iris has made no showing of such customers other than its half-hearted description of its lines of business Therefore, because Iris is not a CLEC, and because it is not acting as a CAP for CLECs to exchange local traffic or to access UNEs, it is not entitled to rely on 47 U S C § 251(c)(6)

If Iris is acting as a CLEC, then Iris needs a full interconnection agreement with Citizens In such an event, Iris would need to demonstrate that it has appropriate CLEC authority and has filed or is filing local exchange service tariffs for Citizens' territory. Under those circumstances, Citizens would negotiate a collocation attachment to the interconnection agreement that would

allow Iris to collocate solely for the purpose of exchanging local switched traffic with Citizens or for the purpose of accessing UNE loops at the central office in question Although Iris has not requested any such arrangements, these are all section 251(c) (6) requires Citizens to provide Under that section, collocation is reserved for CLEC activities, i e , "for interconnection or access to unbundled network elements at the premises of the local exchange carrier " The term "interconnection" does not mean the interconnection of interexchange special access facilities This is apparent not only from §251(g) as discussed above, but also from §251(c)(2)(A), which specifically limits the incumbent LEC's interconnection obligation to the "transmission and routing of telephone exchange service and exchange access " If Iris' position were correct, then any interexchange carrier, including AT&T, MCI, Sprint and all the others, could demand collocation and establish multiple POPs at very low cost in every central office of every incumbent LEC, leaving no space for any new ILEC or CLEC equipment No such collocation has been allowed in any jurisdiction, to the best of Citizens' knowledge, and allowing such collocation would defeat the purposes of The Act as well as severely limiting the ILECs' future services, by quickly using up the spare space in the ILECs' buildings

The history of Iris's requests makes it perfectly clear that it is acting as an unregulated entity on behalf of long distance carriers to try to establish an IXC point of presence ("POP") in Citizens' office for interexchange special access circuits See the exchange of letters attached as Exhibit A to Citizens' Motion to Dismiss filed October 25, 2004.

The reason behind Iris' request is that the normal special access route into Citizens' service territory runs via the Memphis tandem and requires payments to both Citizens and BellSouth along this long route Iris and its IXC customers seek to bypass this route The proper and fully legal way to accomplish this bypass is for Iris to build an interexchange facility to some

place in Citizens' territory and establish it as a POP Iris can do this at any time What Iris is trying to do, and should not be permitted to do, is· (1) use Citizens' central office at cut rates to create a POP to further its interexchange special access business, and, as is further apparent from the exchange of letters between the parties, (2) convert an existing EAS route between this Citizens end office and Twin Lakes Telephone Cooperative (an owner of Iris) into an interexchange carrier bypass route.

Citizens has not allowed and will not allow IXCs to collocate and create a POP for the purpose of avoiding some of the costs and charges for special access circuits, and The Act does not require Citizens to do so To the extent that Iris is seeking to provide transport for an IXC, it is attempting to obtain a benefit for its IXC customers that such IXC customers would not otherwise be entitled to receive Therefore, Iris should be treated as an IXC for the purposes of its request.

CONCLUSION

For the reasons stated herein, Citizens requests that the TRA dismiss the Petition filed by Iris

Respectfully submitted,

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Attorneys for Citizens Telecommunications
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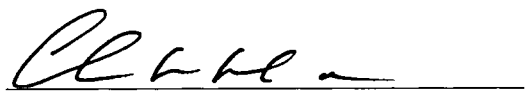
Frontier Communications of Tennessee

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was sent by hand delivery to D Billye Sanders, Waller Lansden Dortch & Davis, PLLC, 511 Union Street, Suite 2700, Nashville, Tennessee 37219-1760 on this the 6th day of December, 2004



Charles W Cook, III

2002 WL 1576912 (F C.C.), 17 F C C R. 27,039, 17 FCC Rcd. 27,039

Federal Communications Commission (F.C.C.)

Memorandum Opinion and Order

IN THE MATTER OF IN THE MATTER OF PETITION OF WORLDCOM, INC PURSUANT TO SECTION 252(E)(5) OF THE COMMUNICATIONS ACT FOR 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 TELCOM, INC PURSUANT TO SECTION 252(E)(5) OF THE COMMUNICATIONS ACT FOR PREEMPTION OF THE JURISDICTION OF THE VIRGINIA STATE CORPORATION COMMISSION REGARDING INTERCONNECTION DISPUTES WITH VERIZON-VIRGINIA, INC AND FOR ARBITRATION
CC Docket No 00-249

IN THE MATTER OF PETITION OF AT&T COMMUNICATIONS OF VIRGINIA INC , PURSUANT TO SECTION 252(E)(5) OF THE COMMUNICATIONS ACT FOR PREEMPTION OF THE JURISDICTION OF THE VIRGINIA CORPORATION COMMISSION REGARDING INTERCONNECTION DISPUTES WITH VERIZON VIRGINIA INC.
CC Docket No. 00-251

DA 02-1731
Adopted: July 17, 2002
Released: July 17, 2002

***27039** By the Chief, Wireline Competition Bureau:

***27042** I INTRODUCTION

1 In this order, we issue the first of two decisions that resolve questions presented by three petitions for arbitration of the terms and conditions of interconnection agreements with Verizon Virginia, Inc (Verizon). Following the enactment of the Telecommunications Act of 1996 (1996 Act), [FN1] the Commission adopted various rules to implement the legislatively mandated, market-opening measures that Congress put in place [FN2] Under the 1996 Act's design, it has been largely the job of the state commissions to interpret and apply those rules through arbitration proceedings In this proceeding, the Wireline Competition Bureau, acting through authority expressly delegated from the Commission, stands in the stead of the Virginia State Corporation Commission We expect that this order, and the second order to follow, will provide a workable framework to guide the commercial relationships between the interconnecting carriers before us in Virginia.

2. The three requesting carriers in this proceeding, AT&T Communications of Virginia, Inc (AT&T), WorldCom, Inc (WorldCom) and Cox Virginia Telcom, Inc (Cox) (collectively "petitioners"), have presented a wide range of issues for decision. They include issues involving network architecture, the availability of unbundled network elements (UNEs), and inter-carrier compensation, as well as issues regarding the more general terms and conditions that will govern the interconnecting carriers' rights and responsibilities. As we discuss more fully below, after the filing of the initial pleadings in this matter, the parties conducted extensive discovery while they participated in lengthy staff-supervised mediation, which resulted in the ***27043** settlement of a substantial portion of the issues that the parties initially presented After the mediation, we conducted over a month of hearings at which both the petitioners and Verizon had full opportunity to present evidence and make argument in support of their position on the remaining issues We base our decisions in this order on the analysis of the record of these hearings, the evidence presented therein, and the subsequent briefing materials filed by the parties.

3. Many of the issues that the parties have presented raise significant questions of communications policy that are also currently pending before the Commission in other proceedings. For example, certain of the network architecture issues implicate questions that the Commission is addressing

17. Issues V-1/V-8 (Competitive Access Service) [FN649]

a Introduction

199 AT&T and Verizon disagree about whether AT&T may obtain interconnection, pursuant to section 251(c)(2) of the Act, in order to provide competitive access service. As a related matter, the parties disagree about whether AT&T may provide this service using UNEs, obtained at cost-based UNE rates, pursuant to section 251(c)(3) of the Act AT&T argues it may purchase UNEs to provide its proposed access service, but Verizon would have AT&T purchase Verizon's access service out of its tariffs. As set forth below, we reject AT&T's proposal [FN650]

b Positions of the Parties

200. AT&T proposes contract language that would permit it to interconnect with Verizon, pursuant to section 251(c)(2) of the Act, in order to provide competitive access service that would allow interexchange carriers (IXCs) to reach end users who do not receive their local exchange service from AT&T. [FN651] AT&T argues that section 251(c)(2) permits interconnection for this purpose, [FN652] and that the Commission has explicitly found that "providers of competitive access services are eligible to receive interconnection pursuant to section 251(c)(2) " [FN653] AT&T also argues that the Commission has held that requesting carriers may obtain UNEs pursuant to section 251(c)(3) of the Act to provide any telecommunications service, including exchange ***27138** access service, [FN654] and that Verizon therefore should not be permitted to place restrictions on AT&T's use of the UNEs that it purchases. [FN655] AT&T asserts that Commission precedent dooms Verizon's arguments that AT&T may provide IXCs with access only to AT&T's local customers, and that AT&T may not provide a service through UNE facilities that it could also provide after purchasing the same service through Verizon's access tariffs [FN656] In addition, AT&T argues that the Commission interprets section 251 as barring incumbent LECs from charging switched access rates where requesting carriers seek to provide access services through UNEs: "[w]hen interexchange carriers purchase unbundled elements from incumbents, they are not purchasing exchange access 'services "' [FN657]
201. AT&T emphasizes that it seeks, through this language, to use UNEs for the provision of competitive access service to other IXCs, and not to itself [FN658] AT&T suggests that this distinction is important because, it argues, the Commission has held that that an IXC may not obtain interconnection pursuant to section 251(c)(2) solely for the purpose of originating and terminating its own interexchange traffic. [FN659] AT&T thus suggests that there is a key distinction between "providing" access service and "receiving" access service. [FN660] According to AT&T, the Commission also draws this distinction between carriers receiving access from an incumbent and carriers providing access using UNEs. [FN661] As a prospective provider of access service, AT&T concludes, it is fully within its rights to obtain interconnection and UNEs [FN662]
202. AT&T also proposes language regarding meet point traffic which would establish meet-point trunk groups between the parties [FN663] AT&T argues that when it provides tandem service to connect a Verizon local exchange customer and that customer's IXC, that call would ***27139** go from Verizon's end office to AT&T's switch and then to the IXC. [FN664] According to AT&T, since the parties have a meet point arrangement when Verizon is providing the tandem service for AT&T's local exchange customers' calls to their chosen IXCs, the same arrangement should govern when Verizon's and AT&T's roles are reversed. [FN665] AT&T asserts that its proposed language recognizes that AT&T and Verizon are co-carriers in the provision of competitive tandem service, even though AT&T has agreed that the terms for its provision of competitive tandem service need not be governed by terms applicable to meet point billing trunks [FN666]
203. AT&T disagrees with Verizon's argument that the interconnection agreement should be limited to the interconnection and exchange of local traffic, and urges that its proposed exchange access service belongs in the interconnection agreement. [FN667] According to AT&T, because the law requires Verizon to permit interconnection for the provision of exchange access service, Verizon has no basis for excluding AT&T's proposed language from the interconnection agreement. [FN668] AT&T also disputes Verizon's interpretation that section 251(g) carves out "interexchange access traffic" from the Act [FN669] AT&T interprets section 251(g) as preserving existing access tariffs so that, should they wish to, carriers may receive the same equal access and nondiscrimination pursuant to tariffs as they did before passage of the Act [FN670] That is, an eligible requesting carrier could interconnect and obtain UNEs pursuant to section 251, or it could purchase services from the incumbent pursuant

to the preserved tariff [FN671] According to AT&T, however, 251(g) does not limit or restrict the services that requesting carriers may provide over UNEs [FN672]
204. Verizon opposes adoption of AT&T's language on several grounds. Verizon argues that, because AT&T does not seek to provide exchange service or exchange access to AT&T's own local customers through this arrangement, it does not belong in an interconnection agreement governing local exchange service. [FN673] Rather, argues Verizon, AT&T plans to market its competitive access service to IXCs, which AT&T (and other competitive access providers) ***27140** can currently do pursuant to Verizon's switched access tariffs. [FN674] According to Verizon, AT&T is entitled to obtain service only from Verizon's switched access tariffs, and the tariffed rate would apply, not a cost-based TELRIC rate. [FN675] Verizon accuses AT&T of attempting unlawfully to bypass Verizon's switched access tariffs by gaining interconnection pursuant to section 251. [FN676] In addition, Verizon points out that two state commissions, including the New York Commission, have refused to include AT&T's competitive access service in interconnection agreements with incumbent LECs. [FN677] Finally, as a policy matter, Verizon argues that AT&T's proposal will not advance local competition, because AT&T seeks here to provide services to IXCs, and not end users. [FN678]
205 Verizon also opposes AT&T's proposal on grounds that AT&T is seeking to use exchange access service that Verizon provides to Verizon customers: "[b]ecause they remain Verizon VA customers, Verizon VA remains the carrier providing both the local exchange and exchange access service to those customers " [FN679] Verizon argues that when "AT&T delivers long distance calls for completion over Verizon's local network to Verizon's local customers," it is "merely using Verizon's access service and is therefore subject to the payment of appropriate access charges " [FN680]
206. Verizon also argues that AT&T's proposal is inconsistent with section 251(g) of the Act which, Verizon contends, preserves pre-existing switched access tariffs [FN681] Verizon argues that the Eighth Circuit's CompTel decision supports its contention that section 251(g) "preserves certain rate regimes already in place," [FN682] and that the Eighth Circuit refused to permit ***27141** IXCs to interconnect in order to obtain access at UNE rates. [FN683] Verizon also argues that the Commission supported this interpretation of section 251(g) when it determined that "Congress preserved the pre-Act regulatory treatment of all access services enumerated under section 251(g) " [FN684] AT&T requests access service, Verizon argues, regardless of whether AT&T plans to provide it to itself or to another IXC [FN685]
207 Verizon also maintains that the meet point billing language AT&T proposes is inappropriate because the scenario AT&T describes does not involve two "peer" LECs providing a service jointly [FN686] Rather, AT&T is competing with Verizon for exchange access customers. [FN687] Verizon suggests that peer LECs in a meet point billing arrangement do not compete with each other, but instead jointly provide transport that benefits the LECs and the IXC [FN688] What AT&T describes is exactly what the IXCs have done, argues Verizon, and they should order the services out of the tariffs. [FN689] Verizon argues that AT&T's revised language addressing meet point billing is unnecessary because the parties have elsewhere agreed to meet point billing language [FN690]

c Discussion

208. We reject AT&T's proposed language. [FN691] We understand that AT&T, through its proposed language, seeks to use "UNE local switching, tandem switching, and transport," obtained at TELRIC rates, to provide competitive access services to IXCs, for end users that do not receive local exchange service from AT&T. [FN692] We find this arrangement to be inconsistent with Commission precedent establishing that, as a practical matter, a requesting carrier may not purchase UNE switching solely to provide exchange access service, without also providing local ***27142** exchange service to that end user [FN693] Specifically, the Commission has held that "a carrier that purchases an unbundled switching element for an end user may not use that switching element to provide interexchange service to end users for whom that requesting carrier does not also provide local exchange service " [FN694] Because we reject AT&T's proposed language for this reason, we need not address the other arguments raised by the parties regarding this issue
209. While the parties addressed, in their advocacy on this issue, only AT&T's proposal on competitive access service, Verizon also lists certain other language as applicable to this issue This other language appears to govern reciprocal compensation and routing of exchange access traffic, including meet point billing [FN695] We note, however, that the parties indicate they have agreed on language that would govern meet point billing, [FN696] and AT&T's proposed agreement contains language that appears very similar to Verizon's proposal in this regard [FN697] Moreover, Verizon does not

provide any explanation of, or support for, its proposed language in its briefs or testimony. Therefore, it is not possible for us adequately to judge the merits of Verizon's proposal, or even to determine the nature of the parties' dispute, if any, concerning this language Accordingly, we decline to adopt Verizon's proposed language

18. Issue V-2 (Interconnection Transport)

a. Introduction

210 AT&T and Verizon disagree over the terms under which Verizon must provide "interconnection transport" to AT&T at UNE rates, specifically whether AT&T must be collocated in order to purchase UNE dedicated transport Verizon contends that AT&T must purchase "entrance facilities and transport for interconnection" from its access tariffs, and that AT&T is entitled to purchase interoffice transmission facilities at UNE rates only where these facilities terminate in an AT&T collocation arrangement. AT&T, on the other hand, argues that it is entitled to interoffice transmission facilities at UNE rates, regardless of whether these facilities terminate in an AT&T collocation arrangement. We adopt AT&T's proposed language [FN698]

***27143** b Positions of the Parties

211. AT&T proposes language stating that it may purchase "UNE Dedicated Transport" at UNE rates, and argues that it may use these facilities to interconnect with Verizon's network [FN699] AT&T argues that this language would enable it, for example, to purchase interoffice facilities at UNE rates to pass traffic between an AT&T building where Verizon has a fiber terminal to a Verizon wire center or switch location [FN700] AT&T disputes Verizon's position that AT&T is only entitled to UNE rates for interconnection facilities that terminate at an AT&T collocation arrangement, arguing that there is no collocation requirement associated with a competitive LEC's right to obtain UNEs. [FN701] Specifically, AT&T disputes Verizon's characterization that without collocation, AT&T is proposing to purchase an end-to-end service, which it may not purchase at UNE rates. [FN702] AT&T also denies that it seeks, through its language, to create a new UNE combination [FN703] Finally, AT&T contends that Verizon's position is simply an impermissible attempt to avoid its unbundling requirements by forcing AT&T to purchase access services. [FN704]
212. Verizon's proposed contract language references its intrastate and interstate access tariffs as the pricing mechanisms that would govern the use of "entrance facilities and transport for interconnection." [FN705] Verizon maintains that, in order to purchase interoffice transport at UNE prices, AT&T "must have a collocation arrangement at that tandem or end office." [FN706] According to Verizon, if AT&T does not order interoffice transport in connection with a collocation arrangement, it is not entitled to UNE rates; AT&T must pay access tariff rates in that case. [FN707]
213. Verizon argues that it is not forcing AT&T to purchase interconnection transport out of its access tariffs. [FN708] According to Verizon, AT&T may purchase Verizon's UNE interoffice transmission facilities from AT&T's collocation arrangement to AT&T's switch, or AT&T may self-provision transport, purchase it from a third-party, or purchase it from Verizon ***27144** through its access tariffs [FN709] However, Verizon argues that AT&T is not entitled to pay UNE rates for transport it orders out of Verizon's access tariffs, which is what it maintains AT&T's proposal would effectively enable it to do [FN710]
214. Verizon also contends that AT&T's proposal would create a new combination of UNEs, for which the Commission has not conducted the requisite "necessary and impair" analysis. [FN711] According to Verizon, this combination would consist of an entrance facility, UNE dedicated transport, a switch port, and possibly a multiplexer. [FN712] Verizon argues that it would be required to construct transport from AT&T's switch to Verizon's serving wire center, which is an entrance facility, and to construct transport from the serving wire center to Verizon's switch [FN713] Verizon asserts that this would violate the Commission's determination that incumbent LECs need not "construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not employed for its own use " [FN714]

c. Discussion

215. We adopt AT&T's proposed language on UNE dedicated transport [FN715] We find this language

to be consistent with the Act and Commission rules, which entitle AT&T to obtain interoffice transmission facilities from Verizon at UNE rates [FN716] We also find that the rates for these UNEs should, as AT&T suggests, be set forth in the agreement's pricing schedule. [FN717]
216. We note that Verizon has offered no specific objections to AT&T's proposed language. Verizon offers several general objections to what it portrays as AT&T's position, but we reject each of these objections. Specifically, we disagree that AT&T's proposed language somehow requires Verizon to construct new transport facilities There is no indication in the record that AT&T is seeking UNE dedicated interoffice facilities that Verizon has not already ***27145** deployed We also reject Verizon's assertion that AT& T's proposed language would impermissibly entitle it to a new UNE combination AT&T's language does not purport to expand its rights to obtain access to combinations of UNEs, including enhanced extended links (EELs) [FN718] In any case, we note that AT&T's language refers explicitly to "applicable law " To the extent that either party desires to clarify its rights or obligations regarding combinations of UNEs consistent with the Supreme Court's ruling in Verizon Telephone Cos v. FCC, [FN719] it would be appropriate to do so through the contract's change of law mechanism
217. We also reject Verizon's proposed language to the extent Verizon seeks to limit AT&T's ability to order "Entrance Facilities and Transport for Interconnection." [FN720] Verizon does not define "Transport for Interconnection," but statements in its briefs suggest that this may encompass facilities defined under the Commission's rules as "dedicated transport." [FN721] Verizon has no basis for requiring AT&T to order dedicated transport from its access tariffs [FN722] Although Verizon lists several ways AT&T could obtain "interconnection transport," we reject any suggestion that the availability of such choices should therefore limit AT&T's ability to obtain dedicated interoffice facilities on an unbundled basis. The Commission has rejected similar arguments, concluding that incumbent LECs may not avoid the 1996 Act's unbundling and pricing requirements by offering tariffed services that might qualify as alternatives. [FN723] Moreover, we reject Verizon's suggestion that AT&T is entitled to dedicated transport at UNE rates only where it has collocated at Verizon's wire center or other facility. There is no requirement that a ***27146** competitive LEC collocate at the incumbent LEC's wire center or other facility in order to purchase UNE dedicated transport, and Verizon offers no support for its contrary position. [FN724]