

Docket 140156-TP  
Direct Testimony of Mike Ray

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Re: Petition for Arbitration of Interconnection )  
Agreement Between AT&T Florida )  
Telecommunications, LLC d/b/a AT&T Florida and ) Docket 140156-TP  
Communications Authority, Inc. )

**DIRECT TESTIMONY OF MIKE RAY ON BEHALF OF  
COMMUNICATIONS AUTHORITY, INC.**

February 16, 2015

1

**Introduction**

2 **Q. Please state your name, position, and provide your business address.**

3 A. My name is Mike Ray and I am President of Communications Authority, Inc. My business  
4 address is 11523 Palm Brush Trail #401, Lakewood Ranch, Florida 34202.

5

6 **Q. On whose behalf are you submitting testimony?**

7 A. My testimony is provided in support of Communications Authority, Inc. (“CA”)

8

9

**Background**

10 **Q. Please describe your educational and professional background.**

11 A. I earned a Bachelor of Science Degree in Business Administration from Estonian-  
12 American Business College, and a Master’s Degree in Business Administration from Pacific  
13 Coast University. I also have earned various industry certifications for technical expertise  
14 and telecommunications engineering over the years from Novell, Astron, Altigen and  
15 Hewlett-Packard.

16

17 I started my first company Systems Consulting Group (“SCG”) in 1992. SCG was a  
18 computer, network and technology consulting company providing technology sales and  
19 service to small and medium businesses. I have been working in the telecommunications  
20 industry since I founded internet service provider Tampa Bay Connect in 1995 and also  
21 developed a hosted fax-to-email telecommunications service that is still in use today known  
22 as SmartMail FAX. In 1997 SCG became authorized as a reseller and service/repair

1 organization for Altigen PBX systems and I earned industry certifications to sell and service  
2 that product.

3

4 In 2001, I co-founded Eagle Telecommunications Inc., a competitive local exchange carrier  
5 (“CLEC”) serving Florida. I served as its Network Operations Director from 2001 through  
6 2004 and was responsible for all of its network engineering and design. In 2004 I acquired a  
7 controlling interest in Eagle and assumed managerial control of the company, re-branding it  
8 to EagleTel. As the company expanded its network footprint in Florida, it encountered a  
9 similarly-named company doing business in Miami and was re-branded once again to  
10 AstroTel. I managed AstroTel’s gradual expansion to a service area of approximately 90%  
11 of the State of Florida in 2012. I was responsible for all aspects of AstroTel’s operations  
12 until March 2012 when its assets were sold to Birch Communications Inc. After AstroTel’s  
13 acquisition, I became the Operations Director for another CLEC, Terra Nova Telecom Inc,  
14 which I had helped to establish years before while working for AstroTel. Continuing through  
15 today, as its Operations Director I am responsible for oversight of all Terra Nova operations  
16 in Florida and Georgia, including interconnection with four ILECs in Florida with a footprint  
17 that covers most of the State of Florida.

18

19 In my roles at AstroTel and Terra Nova, and now with CA, I am and have been responsible  
20 for oversight of all aspects of CLEC operations including network design and  
21 interconnection, OSS design and maintenance, regulatory matters, legal matters, intercarrier  
22 negotiations and issue resolution, both subscriber and intercarrier billing and collections,  
23 general finance, billing disputes, human resources, product development, service delivery  
24 and quality assurance. I

1 **Q. Have you previously presented testimony before the Florida Public Service**  
2 **Commission?**

3 A. No.

4

5 **Q. Have you read the Petition for Arbitration filed by Communications Authority, Inc.**  
6 **in this docket?**

7 A. Yes.

8

9 **Q. Are the contents of the Petition for Arbitration true and accurate?**

10 A. Yes.

11

12 **Q. Were you involved in the negotiations of the interconnection agreement on behalf of**  
13 **Communications Authority, Inc.?**

14 A. Yes, I was the sole person representing Communications Authority during the  
15 negotiations.

16

17 **Issue 1: Is AT&T Florida obligated to provide UNEs for the provision**  
18 **of Information Services?**

19 **Q. Please state Communications Authority's position regarding Issue 1.**

20 A. CA believes that it is well established that a CLEC is entitled to use UNEs to provide any  
21 service it desires to its end-users, including Telecommunications Service and Information  
22 Service. AT&T's affiliate, AT&T U-Verse, uses UNE facilities provided by AT&T (or some  
23 other affiliated entity) for the provision of information services. CA believes that AT&T's

1 proposed restriction in UNE §4.1 of the Draft ICA is anti-competitive and not supported by  
2 the Telecommunications Act of 1996 (“the Act”) or Commission regulations.

3

4 **Issue 2: Is Communications Authority entitled to become a Tier 1 Authorized**  
5 **Installation Supplier (AIS) to perform work outside its collocation space?**

6 **Q. Please state Communications Authority’s position regarding Issue 2.**

7 A. AT&T requires CA to hire an AT&T Approved Installation Supplier (AIS) for  
8 constructing its collocations within AT&T Central Offices. In many areas, AT&T has  
9 approved a very limited number of AIS contractors and has refused to permit, in its sole  
10 discretion, new entrants to become certified as an AIS. In those cases, the cost of using an  
11 AIS is often prohibitive for a CLEC, who may itself possess the same technical skills and  
12 abilities as the AIS. This creates an artificial barrier to entry by CLECs by AT&T. CA should  
13 be entitled to become certified as an AIS upon the same terms and conditions as any other  
14 AIS for the purpose of installing its own collocations. AT&T should not erect artificial  
15 barriers allowing new entities to become an AIS.

16

17 AT&T has objected to CA being entitled to become an AIS on an equal access basis on the  
18 grounds that AT&T desires not to permit CLECs carte blanche access into its Central  
19 Offices. CA believes that a reasonable solution to this problem is for the parties to establish  
20 a total elemental long run incremental cost (“TELRIC”)- based price for each collocation  
21 construction element to be placed in the ICA, in the same manner that every other ILEC  
22 does. Then, when CA desires collocation construction it pays AT&T the established rate and  
23 AT&T can use whatever AIS it desires to complete the work. This solution prevents CLECs  
24 from obtaining access to the sensitive areas of the Central Office as AT&T indicated it was

1 troubled by. CA believes that its more recent proposal for TELRIC-based construction prices  
2 in the ICA to be paid to AT&T is fair to all parties.

3

4 **Issue 3: When Communications Authority supplies a written list for subsequent**  
5 **placement of equipment, should an application fee be assessed?**

6 **Q. Please state Communications Authority’s position regarding Issue 3.**

7 A. It is well established that ILEC charges to CLECs for interconnection and unbundled  
8 network elements should be based on TELRIC. AT&T does not always follow this FCC  
9 mandate. As an example, AT&T has a history of charging CLECs more to enter the records  
10 for new cross-connect cables into its databases than the actual materials and labor costs for  
11 the same installation. These “cables records charges” are not cost-based and are in fact an  
12 artificial barrier to entry for CLECs created by AT&T. CA is aware of no other ILEC in  
13 Florida which charges anything for entering cable records into its own systems.

14

15 CA has proposed this revision to Collocations §3.17.3.1 in the Draft ICA to ensure that cable  
16 records charges are always cost based and remove this barrier to entry. CA has agreed to  
17 move this language to the pricing schedule, but has re-opened the issue because AT&T failed  
18 to respond to any of CA’s pricing schedule revisions.

19

20 **Issue 4a: If AT&T alleges that Communications Authority is in default, should AT&T**  
21 **Florida be allowed to reclaim collocation space prior to conclusion of a dispute**  
22 **regarding the default?**

23 **Issue 4b: Should AT&T Florida be allowed to refuse Communications Authority’s**  
24 **applications for additional collocation space or service or to complete pending orders**

1 **after AT&T Florida has notified Communications Authority it is in default of its**  
2 **obligations as Collocator but prior to conclusion of a dispute regarding the default?**

3 **Q. Please state Communications Authority's position regarding Issues 4a and 4b.**

4 A. AT&T's language seeks to give AT&T the ability to unilaterally take action against CA  
5 which could severely harm CA (and may threaten CA's very existence), without first  
6 providing an opportunity for CA to contest the assertion that it is in default. The Draft ICA  
7 has a dispute resolution provision, but AT&T's language in Collocation §3.20.1 *et seq.* seeks  
8 to bypass its obligation to invoke that provision to resolve disputes in good faith and to  
9 instead allow it to act unilaterally without oversight or review. CA believes that this is anti-  
10 competitive and arbitrary; AT&T has not alleged or shown that the dispute resolution process  
11 is not adequate to address this concern. The Commission has recently approved an  
12 accelerated dispute resolution process which would be available to either party for resolution  
13 of time-sensitive issues.

14

15 **Issue 5: Should Communications Authority be required to provide AT&T Florida with**  
16 **a certificate of insurance prior to starting work in Communications Authority's**  
17 **collocation space on AT&T Florida's premises?**

18 **Q. Please state Communications Authority's position regarding Issue 5.**

19 A. AT&T's language requiring insurance to be obtained within five days is not feasible. CA  
20 cannot obtain insurance within five days; it takes much longer to obtain this coverage in  
21 Florida and most insurance carriers have refused to write such coverage for CLECs. CA has  
22 also added language to clarify that AT&T may not obtain insurance and bill CA for that  
23 insurance if CA has not commenced the work for which the insurance is required to cover.  
24 This is logical because AT&T has no risk as long as the subject work has not commenced

1 and CA's proposed language prevents AT&T from creating arbitrary costs it then seeks to  
2 impose on CA while CA is working to meet the insurance requirements in good faith prior to  
3 commencement of the applicable service.

4

5 **Issue 6: Should AT&T Florida be allowed to recover its costs when it erects an internal**  
6 **security partition to protect its equipment and ensure network reliability and such**  
7 **partition is the least costly reasonable security measure?**

8 **Q. Please state Communications Authority's position regarding Issue 6.**

9 A. AT&T's proposed language would permit it to charge CA for arbitrary construction costs  
10 entirely unrelated to CA's collocation in an AT&T central office. CA believes that this is  
11 inappropriate, and could be used by AT&T to impose arbitrary, non-cost-based financial  
12 obligations upon its competitor to artificially increase CA's operational costs. CA has added  
13 language to the Draft ICA clarifying that AT&T may only bill CA for such security upgrades  
14 if those upgrades are in response to CA's proven misconduct.

15

16 It is also worthy of note that AT&T is solely in control of where CA's collocations are placed  
17 within the AT&T Central Office, and generally speaking, AT&T Central Offices already  
18 have a "CLEC Collocation Area" which is already segregated from AT&T's own equipment.  
19 AT&T's language is further inappropriate to the extent that it seeks to impose a cost upon  
20 CA as a result of AT&T changing its mind about the initial placement of CA's collocation  
21 through no fault of CA.

22

1 **Issue 7a: Under what circumstances may AT&T Florida charge Communications**  
2 **Authority when Communications Authority submits a modification to an application**  
3 **for collocation, and what charges should apply?**

4 **Issue 7b: When Communications Authority wishes to add to or modify its collocation**  
5 **space or the equipment in that space, or to cable to that space, should Communications**  
6 **Authority be required to submit an application and to pay the associated application**  
7 **fee?**

8 **Q. Please state Communications Authority's position regarding Issues 7a and 7b.**

9 A. AT&T's proposed Draft ICA language permits AT&T to charge application fees over and  
10 over again for the same application, even if AT&T has rejected the application improperly or  
11 if the resubmission of the application does not increase AT&T's costs. Since collocation  
12 should be cost-based and subject to TELRIC, CA believes AT&T's proposed language is  
13 inappropriate. CA has added a provision that ensures that if AT&T's costs have not  
14 increased, it is not entitled to keep charging additional application fees for resubmitted  
15 applications.

16

17 With regard to modification of its collocation space, it seems obvious that AT&T's proposed  
18 application fees and various extraneous fees are not TELRIC-based as applied to CA  
19 replacing its own equipment. AT&T does not subject itself to extensive, time consuming and  
20 costly reviews of all of its own equipment replacements within its Central Offices, and it  
21 certainly does not impose such a process during an outage when equipment must be replaced  
22 to restore service.

23

1 Under the agreed language in this ICA, CA is already required to use NEBS-certified  
2 equipment in its collocations and AT&T is entitled to conduct a “safety review” which CA  
3 believes is entirely redundant to the NEBS approval process and unnecessary. CA objects to  
4 AT&T’s position that AT&T should be entitled to charge thousands of dollars for CA to  
5 purchase a replacement piece of equipment, then for CA to replace its own equipment with  
6 NEBS-certified equipment, when AT&T has no role in the replacement other than a cursory  
7 review of the equipment change that CA has made or plans to make.

8

9 As for adding cross-connects to a collocation, CA does not object to cost-based pricing in the  
10 ICA. Other state regulators have already found this to be a requirement. However, AT&T’s  
11 proposed language would require CA to both pay AT&T thousands of dollars and also to pay  
12 an AT&T AIS for the labor and materials to complete the installation. As I mentioned  
13 earlier, we think there should be a single price certain for cross-connects which includes  
14 application, cable records entries, materials and labor for the work requested. This price  
15 should be cost based, and AT&T’s proposal clearly does not envision cost-based pricing.

16

17 Moreover, as another example, AT&T has a well-documented history of providing inaccurate  
18 connecting facility assignments (“CFA”) when delivering a new collocation to a CLEC. In  
19 some cases, inaccurate CFAs have been provided four times or more by AT&T on a single  
20 collocation. Each time this occurs, the CLEC is denied use of the collocation for a significant  
21 period of time, which delays the CLEC’s entry into the market. The CLEC also expends  
22 resources and capital connecting or attempting to connect its network to the CFAs provided  
23 by AT&T. There is no way for the CLEC to know that AT&T has provided incorrect  
24 information until the CLEC has tried unsuccessfully to place orders with AT&T for circuits

1 connecting to those CFAs and they are rejected. By that time, the CLEC has already paid the  
2 AT&T AIS substantial sums to run cables to the incorrect CFAs and has incurred other  
3 substantial costs. Without this provision, AT&T is able to significantly increase CA's costs  
4 due solely to AT&T's "error" repeatedly without any detriment to AT&T. It therefore seems  
5 fair that AT&T should reimburse CA's actual demonstrated costs when such "errors" occur.

6

7 **Issue 8: Is 120 calendar days from the date of a request for an entrance facility, plus the**  
8 **ability to extend that time by an additional 30 days, adequate time for Communications**  
9 **Authority to place a cable in a manhole?**

10 **Q. Please state Communications Authority's position regarding Issue 8.**

11 A. The Act plainly states that it is intended to encourage competition, and CA believes there  
12 is no better measure of competition than a CLEC installing its own fiber optic network to  
13 serve the public. There are numerous hurdles and challenges that a CLEC may encounter  
14 when attempting to deploy its own fiber optic network, many of which are erected by AT&T.  
15 CA believes that it is more reasonable to specify an initial period of 180 days for it to install  
16 its fiber optics, and that an extension should be 90 days instead of 30 days in case CA needs  
17 more time.

18

19 CA has also removed the provision that requires the request for extension 15 days prior to the  
20 expiration of the original window, because there is no demonstrated need for such advance  
21 notice or harm to AT&T if notice is not given in advance. AT&T has not demonstrated that it  
22 is harmed by the longer installation window or extension, and AT&T's language seems  
23 designed solely to increase CA's costs by forcing it to re-apply and double-pay for the entire

1 arrangement when there are delays. Such delays could be caused by AT&T, by weather or  
2 other elements, and would unnecessarily increase CA's cost.

3

4 **Issue 9a: Should the ICA require Communications Authority to utilize an AT&T**  
5 **Florida AIS Tier 1 for CLEC-to-CLEC connection within a central office?**

6 **Issue 9b: Should CLEC-to-CLEC connections within a central office be required to**  
7 **utilize AT&T Florida common cable support structure?**

8 **Q. Please state Communications Authority's position regarding Issues 9a and 9b.**

9 A. CA would incur substantial costs if it were required to utilize an AT&T AIS to install a  
10 data cable that runs less than 10 feet to another collocated CLEC which is less than 10 feet  
11 away from CA's central office collocation. CA's language permits CA to directly connect to  
12 another collocated CLEC to prevent such unnecessary costs only when the two collocators  
13 are within ten feet of each other and when the connection can be made without use of  
14 AT&T's common cable support structure. AT&T has not demonstrated that it would be  
15 harmed by this provision nor has it given any reason at all for its opposition, and CA believes  
16 that AT&T's language is intended solely to artificially increase CA's costs and to delay CA's  
17 entry into the market served by the central office where it is collocated. CA is open,  
18 however, to using the same mechanism that it has proposed for other collocation construction  
19 elements. This would involve establishing a rate in the ICA for each type of CLEC-to-CLEC  
20 cross-connect. CA would then order the cross-connect from AT&T, and AT&T could use its  
21 choice of AIS to complete the work. However, CA believes that this price must be cost-  
22 based and that AT&T's current proposal attempts to circumvent that by requiring CA to use a  
23 third-party contractor who is not constrained to cost-based pricing and can also impose  
24 substantial minimum project charges for a simple ten minute job.

1 **Issue 10: If equipment is improperly collocated (e.g., not previously identified on an**  
2 **approved application for collocation or not on authorized equipment list), or is a safety**  
3 **hazard, should Communications Authority be able to delay removal until the dispute is**  
4 **resolved?**

5 **Q. Please state Communications Authority's position regarding Issue 10.**

6 A. CA objects to AT&T's proposed language because it permits AT&T to inflict serious and  
7 possibly fatal harm to CA based solely upon AT&T's "belief" and without any apparent  
8 provision for that belief to be properly contested prior to harming CA. As shown elsewhere  
9 in AT&T's proposed language for this agreement, AT&T seems to propose that CA's sole  
10 remedy for anything is the dispute resolution process in this agreement, but AT&T seeks to  
11 embed other remedies for itself which do not require it to comply with the dispute resolution  
12 provisions.

13

14 CA does not find this arrangement fair or equitable, so CA has instead inserted proposed  
15 language in the Draft ICA to require compliance with dispute resolution. CA also lengthened  
16 the cure time to 30 days to give CA ample time to replace equipment or notify customers that  
17 CA will not be able to provide service any longer. CA has left in AT&T's language holding  
18 CA responsible for all resulting damage, which should mitigate any concerns about the  
19 longer cure time.

20

21 **Issue 11: Should the period of time in which the Billed Party must remit payment be**  
22 **thirty (30) days from the bill date or twenty (20) days from receipt of the bill?**

23 **Q. Please state Communications Authority's position regarding Issue 11.**

1 A. AT&T has a well-established history of failure to properly and timely send complete bills  
2 to CLECs. I have personally seen cases where the postmark on the envelope containing  
3 AT&T bills is ten days or more after the date printed on the bill inside. In the event that  
4 AT&T does not timely send a bill to CA, the due date should be adjusted to provide time for  
5 the CA to dispute and/or remit payment as appropriate. If CA abuses this provision, AT&T  
6 would still be able to seek dispute resolution remedies, and AT&T is also able to send bills to  
7 CA with delivery confirmation to prove date of receipt.  
8 CA notes that many previous interconnection agreements contain CA's language, and CA  
9 believes this is common enough to be considered industry standard.

10

11 **Issue 12: i) Should a Discontinuance Notice allow the Billed Party fifteen (15) days or**  
12 **thirty (30) to remit payment to avoid service disruption or disconnection? ii) Should the**  
13 **terms and conditions applicable to bills not paid on time apply to both disputed and**  
14 **undisputed charges?**

15 **Q. Please state Communications Authority's position regarding Issue 12.**

16 A. AT&T has a well-established history of improperly billing CLECs and failing to properly  
17 and timely process CLEC billing disputes. For its own convenience, AT&T's language in  
18 this case is designed to once again permit AT&T to circumvent the dispute resolution process  
19 in the agreement in favor of one-sided, unilateral action by AT&T which likely results in  
20 fatal damage to the CLEC instead. AT&T's language would permit it to cause fatal damage  
21 to a CLEC even if the issue is caused by AT&T's errors or omissions.

22 CA has modified AT&T's language to clarify that AT&T may only demand payment of  
23 undisputed and unpaid charges under threat of disconnection. CA has also clarified that  
24 AT&T may not disconnect service under this agreement in response to any alleged unpaid

1 amounts for service not provided under this agreement, and CA has lengthened the cure time  
2 from 15 days to 30 days from receipt of notice.

3

4 CA has already agreed to AT&T's language requiring a security deposit equal to two months  
5 of service, which may be adjusted by AT&T at any time to ensure that the deposit keeps pace  
6 with CA's monthly billing. AT&T is not at risk if it timely invokes the dispute resolution  
7 process due to CA's failure to pay for services, and is also not at risk under CA's proposed  
8 language here because the two month deposit will cover any billing if AT&T timely sends  
9 the notices of non-payment. AT&T is able, at any time, to invoke dispute resolution  
10 including use of the Commission's new expedited process if it so chooses. This should render  
11 moot any concern of long-running bad-faith disputes by CA.

12

13 CA has already agreed that if either party seeks dispute resolution from the Commission and  
14 the Commission finds against CA that CA would be required to post a bond in order to  
15 appeal that decision. This further limits AT&T's risk if it follows the Dispute Resolution  
16 process that it seeks to impose upon CA.

17

18 Although the parties have exchanged emails regarding resolving this issue by combining it  
19 with issue 24, CA has not accepted that proposal. CA believes combining the issues adds  
20 confusion rather than any clarification, as was conveyed by CA's counsel to AT&T's counsel  
21 via email on January 22<sup>nd</sup>. AT&T counsel acknowledged CA's continuing disagreement via  
22 email on January 23<sup>rd</sup>. As such, AT&T is unilaterally attempting to close this issue. Mr.  
23 Hatch's email to Lee Eng Tan of January 29<sup>th</sup> regarding CA's acquiescence to the resolution  
24 of issue 12 this is not correct.

1 **Issue 13a: i) Should the definition of “Late Payment Charge” limit the applicability of**  
2 **such charges to undisputed charges not paid on time? ii) Should Late Payment Charges**  
3 **apply if Communications Authority does not provide the necessary remittance**  
4 **information?**

5 **Issue 13b: Should the definition of “Past Due” be limited to undisputed charges that are**  
6 **not paid on time?**

7 **Issue 13c: Should the definition of “Unpaid Charges” be limited to undisputed charges**  
8 **that are not paid on time?**

9 **Issue 13d: Should Late Payment Charges apply only to undisputed charges?**

10 **Q. Please state Communications Authority’s position regarding Issues 13a-d.**

11 A. CA has modified AT&T’s proposed language to clarify that only undisputed charges shall  
12 accrue late payment charges if not timely paid, and notes that the dispute resolution process  
13 already provides for payment of retroactive late payment charges for any disputes resolved  
14 AT&T’s favor. CA has also removed language that would subject CA to late payment  
15 charges if CA does not submit remittance information, because AT&T has stated a  
16 preference for electronic payment and in my experience, sometimes remittance information is  
17 not properly transmitted when paying electronically. CA has no incentive to send payments  
18 without remittance information.

19

20 The parties have access to dispute resolution if this becomes a chronic issue, but CA  
21 disagrees that late payment charges should apply solely due to remittance information issues  
22 if payment was actually received by AT&T on-time. CA has modified AT&T’s proposed  
23 language to clarify that only undisputed charges are considered unpaid charges if not timely

1 paid and notes that the dispute resolution process already provides for payment of retroactive  
2 late payment charges for any disputes resolved in AT&T's favor.

3

4 CA does not object, as a practical matter, to AT&T's proposal that Late Payment Charges  
5 accrue on all unpaid balances and then are refunded for disputed amounts resolved in CA's  
6 favor. CA simply seeks to ensure that it is clear to all parties that it is entitled to withhold  
7 payment of properly disputed charges without being in default, and that CA shall not be  
8 obligated to pay Late Payment Charges for disputed amounts resolved in CA's favor whether  
9 or not they are initially charged and then credited later. CA agrees to pay Late Payment  
10 Charges on disputed amounts if and only if a dispute is ultimately resolved against CA.

11

12 **Issue 14a: Should the GTCs state that the parties shall provide each other local**  
13 **interconnection services or components at no charge?**

14 **Q. Please state Communications Authority's position regarding Issue 14a.**

15 A. It is well settled that each party must bear its own costs for local interconnection, but  
16 AT&T has refused to explain the nature of its objections to CA's revisions which make this  
17 clear.

18

19 For further clarity, CA's position would not require AT&T to provide Entrance Facilities at  
20 no charge. Since this Agreement requires that the point of interconnection ("POI") be  
21 located inside an AT&T Central Office, and CA's language would only require each party to  
22 bear its own costs on its side of the POI, then by definition Entrance Facility is not included  
23 since it would connect from CA's side of the POI in the AT&T Central Office to another  
24 location specified by CA. CA believes that the placement of this language is appropriate to

1 make clear that similar elements listed in the pricing attachment (such as Entrance Facilities)  
2 may not be charged to CA for anything on the AT&T side of the POI.

3

4 CA also seeks to clarify that the POI is the Central Office building, and not a specific  
5 location within that building. CA believes it is obvious that if CA obtains a collocation in an  
6 AT&T Central Office which is designated as the POI, AT&T should not be entitled to charge  
7 for Local Interconnection Circuits which CLEC delivers to its collocation to meet AT&T.  
8 However, AT&T has, incredibly, attempted to charge for intra-building circuits for local  
9 interconnection in this manner recently which is why CA seeks this clarification.

10

11 **Issue 14b: i) Should an ASR supplement be required to extend the due date when the**  
12 **review and discussion of a trunk servicing order extends beyond 2 business days? ii)**  
13 **Should AT&T Florida be obligated to process Communications Authority's ASRs at no**  
14 **charge?**

15 **Q. Please state Communications Authority's position regarding Issue 14b.**

16 A. No. AT&T routinely fails to complete Local Interconnection Orders for weeks or months  
17 past the agreed due date, while the CLEC tries in futility to get AT&T to properly complete  
18 the orders. It is not parity for CA to be required to resubmit an access service request  
19 ("ASR") when the due date is not met, while AT&T is permitted to let the due date pass for  
20 weeks or months without consequence.

21

22 CA rejects AT&T's characterization that CA is the "cost causer" and that CA is the sole  
23 beneficiary of Local Interconnection Trunks. Local Interconnection Trunks benefit both  
24 parties equally, permitting their respective subscribers to pass traffic to each other. Although

1 this Agreement places the ordering burden upon CA, this does not mean that the trunks are  
2 solely for CA's benefit nor is it grounds to depart from the practice whereby "each party  
3 bears its own costs." CA shall bear its own costs to prepare and submit a Local  
4 Interconnection order, and AT&T should bears its own costs to process that order.

5

6 **Issue 15: i) What is the appropriate time period for Communications Authority to**  
7 **deliver the additional insured endorsement for Commercial General Liability**  
8 **insurance? ii) May Communications Authority exclude explosion, collapse and**  
9 **underground damage coverage from its Commercial General Liability policy if it will**  
10 **not engage in such work?**

11 **Q. Please state Communications Authority's position regarding Issue 15.**

12 A. CA should not be required to obtain insurance for service or work that it is not engaged in,  
13 and should not be required to provide additional insured endorsements until CA issues an  
14 order for such additional work. The parties have agreed to language resolving Issue 15(i).

15

16 AT&T's proposed language would require CA to obtain costly insurance for collocations,  
17 conduits and pole attachments even if CA has not ordered or used those elements. This  
18 artificially increases CA's costs. CA's language provides the same protections but only if CA  
19 is utilizing the elements to be insured. Further, CA may not be able to obtain insurance for  
20 hazardous activities that it is not engaged in and for which it does not have expertise. CA  
21 rejects AT&T's comments as verifiably false.

22

23 AT&T has a very effective mechanism to determine whether CA is engaged in the subject  
24 work or not. CA is not entitled to work in AT&T manholes, on AT&T poles, or in AT&T

1 Central Offices until CA has submitted and AT&T has processed a Conduit, Pole  
2 Attachment, or Collocation application. AT&T already verifies CLEC insurance as part of  
3 this application process, and therefore AT&T's proposed language in this item is clearly  
4 designed solely to increase CA's costs. Many CLECs operate in a more limited capacity  
5 after inception and wait for years before deploying their own physical networks, and  
6 therefore would not need such coverage until the deployment begins.

7

8 **Issue 16: Which party's insurance requirements are appropriate for the ICA when**  
9 **Communications Authority is collocating?**

10 **Q. Please state Communications Authority's position regarding Issue 16.**

11 A. CA believes that its proposed insurance limits are reasonable to cover AT&T's risk. CA's  
12 limits were based upon Verizon's insurance limit requirements as shown in several ICAs  
13 approved by the Commission, notably the Verizon/Terra Nova Telecom agreement which is  
14 currently in force. AT&T has not shown why CA's limits would not be adequate, and CA  
15 notes that AT&T already segregates CLEC collocations from AT&T's own equipment in its  
16 Central Offices. Therefore, the risk to AT&T is much lower since CA does not have physical  
17 access to AT&T's equipment within the Central Office. This risk is further mitigated by the  
18 fact that this ICA requires the use of NEBS-certified equipment in any collocation, which  
19 equipment must have been demonstrated to self-contain any equipment fire that may occur.  
20 This requirement prevents collocated equipment from starting a fire in the Central Office  
21 which spreads to other equipment or the structure itself.

22

23 **Issue 17: i) What notification interval should Communications Authority provide to**  
24 **AT&T Florida for a proposed assignment or transfer? ii) Should AT&T Florida be**

1 **obligated to recognize an assignment or transfer of the ICA that the ICA does not**  
2 **permit? iii) Should the ICA disallow assignment or transfer of the ICA to an Affiliate**  
3 **that has its own ICA in Florida?**

4 **Q. Please state Communications Authority's position regarding Issue 17.**

5 A. Issue 17(i) has been resolved by the parties now with a requirement for 120 days' notice.  
6 As for Issue 17(ii) and 17(iii), CA has added a simple provision to the Draft ICA preventing  
7 AT&T from unreasonably withholding consent to an assignment. CA has also deleted two  
8 sentences which would give AT&T unreasonable ability to prevent the sale or acquisition of  
9 CA or its assets. Both changes are common to any commercially negotiated contract.

10

11 **Issue 18: Should the ICA expire on a date certain that is two years plus 90 days from**  
12 **the date the ICA is sent to Communications Authority for execution, or should the term**  
13 **of the ICA be five years from the effective date?**

14 **Q. Please state Communications Authority's position regarding Issue 18.**

15 A. CA is a small company with limited resources, has expended tremendous resources to  
16 negotiate the Draft ICA, and is being forced to arbitrate dozens of issues that AT&T has  
17 refused to even discuss in those negotiations. CA believes that AT&T has not shown that it is  
18 entitled to a two year term, which is what AT&T has demanded. AT&T has claimed that it  
19 desires a two year term due to expected changes in the marketplace over the next two years,  
20 but AT&T has a well-established history of exercising "Change of Law" provisions in order  
21 to accomplish changes to Agreements prior to the expiration of their term when it serves  
22 AT&T's interests to do so. AT&T has not shown any reason why it would be unable to  
23 invoke Change of Law for this Agreement, but instead has demanded a two-year term which  
24 would artificially and needlessly increase CA's costs.

1 CA believes that the real reason why AT&T desires a two year term is so that it can claim  
2 that this agreement is in “evergreen” status after two years, even though it will likely  
3 continue in full force and effect. This will make the ICA unavailable for other CLECs to  
4 adopt. CA notes that there are currently no arbitrated agreements between AT&T and any  
5 CLEC in Florida which AT&T does not make such an evergreen claim on and refuse to  
6 permit adoption by a CLEC.

7

8 In addition to relieving its unnecessary burden to renegotiate every two years, CA believes  
9 that it is also in the interest of competition that this agreement have a five year term so that  
10 other CLECs can have a fair and equitable ICA available to adopt under the Act in the  
11 absence of any other.

12

13 It is also worthy of note that during negotiations, AT&T verbally offered to provide  
14 assurance to CA under separate cover that it would permit the Agreement to run longer than  
15 two years in “evergreen” status, but that AT&T desired the two year term specifically in  
16 order to limit the time that other CLECs may adopt this Agreement. CA rejected that offer,  
17 and believes that such tactics are not in good faith and are blatantly anti-competitive. AT&T  
18 currently maintains dozens of ICAs for CLECs that have been in evergreen status for almost  
19 a decade. These are routinely amended to reflect changes in law, even though they are  
20 technically expired, and AT&T continues to deny CLECs the ability to adopt them.

21

22 **Issue 19: Should termination due to failure to correct a material breach be prohibited if**  
23 **the Dispute Resolution process has been invoked but not concluded?**

24 **Q. Please state Communications Authority’s position regarding Issue 19.**

1 A. Although AT&T's language throughout the draft ICA provides that CA's sole remedy for  
2 any dispute or issue should be the Agreement's Dispute Resolution provision, AT&T  
3 repeatedly seeks to provide itself with exclusive, one-sided alternative remedies such as this  
4 one. Under AT&T's proposed language, it could simply allege a breach, invoking no formal  
5 process and proving nothing, and terminate all service to CA and CA's customers thereby  
6 putting its competitor out of business. This is clearly anti-competitive, and does not  
7 encourage competition as the Act requires.

8

9 If AT&T alleges that CA has breached the ICA and CA disputes the allegation, AT&T  
10 should be required to follow the dispute resolution provision and prove its allegations before  
11 causing fatal harm to CA and CA customers. AT&T has access to the Commission's new  
12 expedited dispute resolution process for a speedy decision if it so chooses.

13

14 **Issue 20: Should AT&T Florida be permitted to reject Communications Authority's**  
15 **request to negotiate a new ICA when Communications Authority has a disputed**  
16 **outstanding balance under this ICA?**

17 **Q. Please state Communications Authority's position regarding Issue 20.**

18 A. Although AT&T's language throughout the Draft ICA provides that CA's sole remedy for  
19 any dispute or issue should be the Agreement's dispute resolution provision, AT&T  
20 repeatedly seeks to provide itself with exclusive, one-sided alternative remedies such as this  
21 one. Under AT&T's proposed language, it could fail or refuse to cooperate with CA to  
22 resolve bona fide billing disputes, fail to invoke the dispute resolution provision of this  
23 Agreement to resolve such disputes, but then refuse to negotiate a successor agreement at the  
24 end of the term, essentially blackmailing CA into paying disputed charges if it wishes to

1 continue its operations. CA points out that AT&T is already entitled to terminate the  
2 Agreement for breach, and if it so terminates then there would be no requirement to negotiate  
3 a successor. AT&T should not have the right to refuse negotiations simply because it has not  
4 pursued the Dispute Resolution remedies available to it under this Agreement to resolve  
5 disputes with CA.

6

7 **Issue 21: Should Communications Authority be responsible for Late Payment Charges**  
8 **when Communications Authority's payment is delayed as a result of its failure to use**  
9 **electronic funds credit transfers through the ACH network?**

10 **Q. Please state Communications Authority's position regarding Issue 21.**

11 A. CA seeks to strike this paragraph in the Draft ICA entirely, because it seems to impose  
12 late payment charges upon CA if CA makes timely payments to AT&T in a manner other  
13 than ACH, and AT&T does not timely post those payments after receipt. This would  
14 constitute an unfair penalty upon CA if CA chose not to process payment via ACH, even if  
15 CA made payment on time.

16

17 **Issue 22a: Should the disputing party be required to use the billing party's preferred**  
18 **form or method to communicate billing disputes?**

19 **Issue 22b: Should Communications Authority use AT&T Florida's form to notify**  
20 **AT&T Florida that it is disputing a bill?**

21 **Q. Please state Communications Authority's position regarding Issues 22a and 22b.**

22 A. In my experience, AT&T has a history of inaccurate CLEC billing and failure to timely  
23 resolve disputes in good faith. As a result, CLECs must devote substantial resources to  
24 AT&T billing disputes month after month for the same issues. CA has its own automated

1 systems which can automatically submit billing disputes to AT&T when appropriate, which  
2 saves CA considerable time and resources. CA’s automated process provides all information  
3 required by Section 13.4 of this Agreement for billing disputes and emails the CA form to the  
4 address provided by AT&T for that purpose.

5

6 Requiring the use of AT&T’s “special form” spreadsheet for each dispute submittal requires  
7 substantial extra resources to be allocated by CA to the processing of billing disputes, as CA  
8 must dedicate one or more employees to manually take the dispute details from CA’s dispute  
9 form and place those same details upon AT&T’s form. This manual process also  
10 unnecessarily increases the likelihood of errors not present with the automated system. Since  
11 both forms provide the exact same information and both forms are emailed to the same  
12 AT&T email address, requiring the use of AT&T’s form is simply an extra burden unfairly  
13 and needlessly placed by AT&T upon its competitor. CA sees no reason why AT&T should  
14 not process disputes in good faith solely because they are not on a special form. CA believes  
15 that any mechanism whereby the billing party is provided written notice of a dispute which  
16 contains sufficient details to describe the dispute should be adequate.

17

18 **Issue 23: Should a party that disputes a bill be required to pay the disputed amount**  
19 **into an interest-bearing escrow account pending resolution of the dispute?**

20 **Q. Please state Communications Authority’s position regarding Issue 23.**

21 A. CA objects to and has stricken AT&T’s requirement that all disputed charges must be paid  
22 into escrow by CA. This requirement is clearly unfair to CA, as it would permit AT&T to bill  
23 CA any amount that it chooses “in error” and CA, through no fault of its own, would  
24 automatically be in default of this agreement if it was unable to raise the funds that AT&T

1 incorrectly billed and place them into escrow. Further, AT&T's proposed language does not  
2 require AT&T to compensate CA for its costs to raise and escrow the funds even if disputes  
3 are resolved in CA's favor.

4

5 Once again, AT&T seeks to require CA to follow the Dispute Resolution process but seeks to  
6 create a separate, one-sided process for itself instead of following the Dispute Resolution  
7 provision. CA has already agreed to AT&T's deposit requirement, and that would provide  
8 adequate assurance of payment to AT&T if it timely invoked Dispute Resolution, including  
9 use the Commission's expedited dispute resolution process if it chooses, limiting its exposure  
10 and obtaining finality on any disputes.

11

12 **Issue 24: i) Should the ICA provide that the billing party may only send a**  
13 **discontinuance notice for unpaid undisputed charges? ii) Should the non-paying party**  
14 **have 15 or 30 calendar days from the date of a discontinuance notice to remit payment?**

15 **Q. Please state Communications Authority's position regarding Issue 24.**

16 A. Once again, AT&T seeks to provide itself with remedies other than the Dispute  
17 Resolution process in this agreement while denying CA the protections of due process. CA  
18 must have a right to not pay disputed charges, until conclusion of the Dispute Resolution  
19 process.

20

21 AT&T should not be permitted to unilaterally cause potentially fatal harm to its competitor  
22 without due process. Since it is entitled to a two month service deposit from CA at all times,  
23 AT&T has not shown that it would suffer undue risk or exposure if it timely invoked dispute  
24 resolution in order to get finality when billing disputes were not resolved between the parties,

1 including access to the Commission's expedited dispute resolution process. However, AT&T  
2 seeks to provide itself with unfair, one-sided remedies that would clearly be catastrophic to  
3 its much smaller competitor instead of AT&T complying with the same Dispute Resolution  
4 process which CA is forced to use to resolve disputes. This is not parity.

5

6 **Issue 25: Should the ICA obligate the billing party to provide itemized detail of each**  
7 **adjustment when crediting the billed party when a dispute is resolved in the billed**  
8 **party's favor?**

9 **Q. Please state Communications Authority's position regarding Issue 25.**

10 A. If AT&T is not required to reference a specific dispute for each credit given on CA's bill,  
11 CA will be unable to ever determine which disputes should be closed and which need to stay  
12 open. Given the volume of billing errors and disputes, this would cause the entire process to  
13 become unmanageable. There is no reason why AT&T should not or cannot identify the  
14 original dispute when CA has prevailed and AT&T issues the resulting credits.

15

16 CA notes that when filing a billing dispute with AT&T, CA is required to provide many  
17 details including the BAN, invoice number, invoice date, IOS code, circuit ID, telephone  
18 number and /or order number for each dispute. If CA is to be required to provide such  
19 details, it is clearly in the interest of parity that AT&T should be required to identify which  
20 dispute it is providing credits for and in what amounts when CA prevails. AT&T never  
21 responded to CA on this issue in negotiations. CA rejects AT&T's assertion that this  
22 identification is impossible; that has not been shown. Indeed, if AT&T's assertion were true  
23 it would be tantamount to an admission that AT&T's billing records are entirely unreliable to  
24 start with since those are the basis of all billing and billing disputes. If it is impossible for

1 AT&T to determine what it billed incorrectly and what it is crediting, how could CA have  
2 any chance of understanding AT&T's billing or dispute resolutions process at all?

3

4 **Issue 26: What is the appropriate time frame for a party to dispute a bill?**

5 **Q. Please state Communications Authority's position regarding Issue 26.**

6 A. CA should not be foreclosed from filing billing disputes in cases with when AT&T did  
7 not timely deliver bills and later sends copies to CA, or when AT&T sends a summary but  
8 fails to send a detailed bill and delays sending the proper detail to CA. CA is unable to file  
9 disputes unless it receives a detailed bill; AT&T's billing dispute process requires data that is  
10 only found on a detailed bill. CA should have a reasonable time from receipt of AT&T's bill  
11 in which to dispute it, and has suggested 30 days to complete the dispute analysis after it  
12 receives the detailed bill.

13

14 **Issue 27: Should the ICA permit Communications Authority to dispute a class of**  
15 **related charges on a single dispute notice?**

16 **Q. Please state Communications Authority's position regarding Issue 27.**

17 A. CA should be entitled to dispute a class of charges in a single dispute notice because  
18 AT&T may bill for an incorrect charge using hundreds or thousands of separate line items on  
19 a bill. An example of this would be if AT&T bills for local interconnection trunks which it is  
20 not entitled to do; it could bill for each separate trunk as one or more line items on each  
21 monthly bill. If CA were required to dispute each individual line item, it would be a  
22 tremendous waste of time for both parties and there is no benefit to that approach. AT&T  
23 never responded to CA on this issue in negotiations.

24

1 CA notes that the ICA currently in force between Terra Nova Telecom and Verizon,  
2 approved by the Commission, contains a provision allowing single disputes of a class of  
3 related charges.

4

5 **Issue 28: i) Should a party that disputes a bill be required to pay the disputed amount**  
6 **into an interest-bearing escrow account pending resolution of the dispute? ii) Should**  
7 **the ICA reflect that Communications Authority must either pay to AT&T Florida or**  
8 **escrow disputed amounts related to resale services and UNEs within 29 days of the bill**  
9 **due date or waive its right to dispute the bill for those services?**

10 **Q. Please state Communications Authority's position regarding Issue 28.**

11 A. Issue 28(ii) has been resolved.

12

13 As for Issue 28(i), CA believes that this AT&T provision is clearly anti-competitive and  
14 unfair. First, it seeks to unilaterally revoke CA's right to dispute unpaid charges while  
15 preserving that right for AT&T regarding its bills from CA. This is clearly not parity.

16 Second, AT&T Florida and its parent AT&T wield monopoly market power, with a net worth  
17 many orders of magnitude greater than CA. It is clearly unfair and inexcusable for AT&T to  
18 be entitled to bill CA any amount it chooses "in error," and to then require the comparably  
19 tiny CA to raise the capital to pay that amount as a condition to resolve the problem which  
20 was solely caused by AT&T in the first place.

21

22 CA also notes that in addition to the parity issue raised above, AT&T would suffer no  
23 detriment whatsoever in this process according to its proposed language; CA would entirely  
24 bear the cost and effects of having to raise potentially tremendous capital to pay a debt that it

1 did not owe based solely upon AT&T's "mistake." AT&T failed to respond to CA on this  
2 issue in negotiations.

3

4 Finally, in an ICA arbitration with AT&T, at least one state commission (Michigan) that  
5 considered this issue found this escrow practice to be unacceptable.

6

7 **Issue 29: i) Should the ICA permit a party to bring a complaint directly to the**  
8 **Commission, bypassing the dispute resolution provisions of the ICA? ii) Should the ICA**  
9 **permit a party to seek relief from the Commission for an alleged violation of law or**  
10 **regulation governing a subject that is covered by the ICA?**

11 **Q. Please state Communications Authority's position regarding Issue 29.**

12 A. CA believes that the Commission is the most appropriate forum for disputes to be heard,  
13 because only the Commission has the subject matter expertise to fully understand technical  
14 details which may be at issue between the parties. AT&T seems to prefer its elective  
15 commercial arbitration provision which CA has not stricken because it is elective. However,  
16 CA would never elect for commercial arbitration because CA believes commercial arbitrators  
17 lack the subject matter expertise to decide complex disputes between telecommunications  
18 companies. This would allow AT&T to use its considerable resources to present expert  
19 witnesses advocating its side of an issue. CA would not be able to afford similar assistance to  
20 protect itself. The Telecom Act specifically recognized this issue and appointed state  
21 commissions as the decision makers to solve it.

22

23 CA also believes that it has a statutory right to seek relief from the Commission at any time,  
24 including use of the Commission's Expedited Dispute Resolution process, for violation by

1 AT&T of this Agreement or any law or regulation, whether or not it invokes the dispute  
2 resolution process in this Agreement. This is especially true in cases of alleged violation of  
3 law or regulation by AT&T, whether or not the same act also violates the ICA. For example,  
4 AT&T was required to negotiate in good faith with CA on this agreement. However, even  
5 after CA agreed to extend the negotiation window, AT&T failed and refused to negotiate in  
6 good faith and the parties are now arbitrating issues that could clearly have been resolved by  
7 negotiations. CA believes this is a strategy which has been employed to delay CA's entrance  
8 into the marketplace and to artificially increase CA's costs.

9

10 CA has the same concern regarding Dispute Resolution; there are a number of actions that  
11 AT&T might take using its monopoly power which could cause severe harm to CA. CA may  
12 not have the luxury of invoking Dispute Resolution while AT&T runs out the clock, because  
13 CA and its customers could be suffering severe harm due to AT&T's actions.

14

15 I have had this experience several times in my interactions with AT&T on behalf of AstroTel  
16 Inc. and Terra Nova Telecom Inc., and have had to seek help from the Commission staff to  
17 get problems resolved. Since the Commission's new expedited Dispute Resolution process  
18 specifically states that it cannot be invoked if the ICA requires some other process first, CA  
19 seeks to make clear that both parties have the right to seek relief from the Commission when  
20 they deem necessary under this agreement. CA also notes that while AT&T has attempted to  
21 carve out unilateral remedies available only to AT&T under this agreement, CA has  
22 consistently proposed parity as it has done here.

23

1 **Issue 30: i) Should the joint and several liability terms be reciprocal? ii) Can a third-**  
2 **party that places an order under this ICA using Communications Authority's company**  
3 **code or identifier be jointly and severally liable under the ICA?**

4 **Q. Please state Communications Authority's position regarding Issue 30.**

5 A. CA has revised AT&T's language to provide parity between the parties. CA has also  
6 removed language which would illegally bind non-parties to this agreement, clarifying that  
7 each party is responsible to the other for the actions of any other party acting on its behalf.

8

9 **Issue 31: Does AT&T Florida have the right to reuse network elements or resold**  
10 **services facilities utilized to provide service solely to Communications Authority's**  
11 **customer subsequent to disconnection by Communications Authority's customer**  
12 **without a disconnection order by Communications Authority?**

13 **Q. Please state Communications Authority's position regarding Issue 31.**

14 A. CA is entitled to and may choose to provide service to multiple end-users using shared  
15 UNE(s), such as a commercial office building, a shopping center or apartment complex. In  
16 such cases, CA may order the UNEs under its own name and use the UNEs as a component  
17 of its overall service to its End Users. Once a UNE is in-service after being ordered by CA,  
18 the UNE becomes a part of CA's network which CA, and not AT&T, controls. AT&T should  
19 not have the unilateral right to disconnect a component of CA's network which is being paid  
20 for by CA when CA is not in default under this Agreement and CA has not placed a  
21 disconnect order with AT&T for the affected UNE(s). Further, AT&T's language only  
22 provides notice to CA after CA's service has been disconnected and re-used by AT&T,  
23 without any validation that the service belongs to AT&T's customer. This betrays a total  
24 disregard by AT&T for continuity of service to CA customers.

1 CA only seeks to protect itself from AT&T's re-use of UNEs without a disconnect order  
2 from CA. If AT&T agrees that it will not re-use a UNE facility without a disconnect order  
3 from CA in any case, then CA's proposal for simple language in the Draft ICA will clarify  
4 that point. CA agrees that once it disconnects a UNE, it has no control over AT&T's use of  
5 that facility.

6

7 **Issue 32: Shall the purchasing party be permitted to not pay taxes because of a failure**  
8 **by the providing party to include taxes on an invoice or to state a tax separately on such**  
9 **invoice?**

10 **Q. Please state Communications Authority's position regarding Issue 32.**

11 A. Taxes should be billed as separate line items so CA may audit its invoices. AT&T already  
12 bills taxes as a separate line item, so this language is simply intended to codify the current  
13 process. Under the agreed billing dispute process, CA would be unable to dispute improperly  
14 billed taxes if AT&T did not itemize those taxes.

15

16 **Issue 33a: Should the purchasing party be excused from paying a Tax to the providing**  
17 **party that the purchasing party would otherwise be obligated to pay if the purchasing**  
18 **party pays the Tax directly to the Governmental Authority?**

19 **Q. Please state Communications Authority's position regarding Issue 33a.**

20 A. AT&T should exempt CA from taxes for which CA has provided the appropriate  
21 documentation that it pays the taxes directly to the government authority.

22

1 **Issue 33b: If Communications Authority has both resale customers and facilities-based**  
2 **customers, should Communications Authority be required to use AT&T Florida as a**  
3 **clearinghouse for 911 surcharges with respect to resale lines?**

4 **Q. Please state Communications Authority's position regarding Issue 33b.**

5 A. Because CA will be a facilities-based and a reseller CLEC, its systems will report its 911  
6 subscriber data in the aggregate to the Florida 911 Board using the Board's monthly form  
7 separated by county, and CA will pay the surcharges based upon that data. AT&T does not  
8 provide any way for CA to determine the county for each resale line for which AT&T bills  
9 the E911 surcharge on its bill. Therefore, it is impossible for CA to deduct the resale lines  
10 from its monthly filings and payments to the Florida 911 Board which are county-specific.  
11 AT&T's language would effectively require CA to double-pay for its E911 surcharges each  
12 month.

13

14 **Issue 34: Should Communications Authority be required to interconnect with AT&T**  
15 **Florida's E911 Selective Router?**

16 **Q. Please state Communications Authority's position regarding Issue 34.**

17 A. In 2015, there are ample competitors for CLECs and VoIP companies to choose from in  
18 the 911 Emergency Services marketplace with at least four large competitors to AT&T for  
19 statewide 911 service in Florida. All of these competitors provide modern, superior features  
20 and functionality compared to AT&T's antiquated, decades-old 911 infrastructure which has  
21 not noticeably changed or been significantly updated in over a decade. While acknowledging  
22 that it has a duty to provide reliable 911 service to its subscribers, CA objects to AT&T's  
23 monopolistic position that it is entitled to be paid for its inferior 911 services even when CA  
24 does not need or intend to use those services. Except for ILEC resale service which is not at

1 issue in this provision, regulations place the burden on the CA, not AT&T, to provide reliable  
2 911 service to CA subscribers. AT&T has not shown any reason why CA should be required  
3 to purchase inferior 911 services from AT&T instead of a superior service from an AT&T  
4 competitor. Indeed, several counties have abandoned AT&T's archaic 911 system entirely  
5 and now direct CLECs to directly interconnect with Intrado on the county's behalf for 911  
6 service.

7

8 **Issue 35: Should the definition of "Entrance Facilities" exclude interconnection**  
9 **arrangements where the POI is within an AT&T Florida serving wire center and**  
10 **Communications Authority provides its own transport on its side of that POI?**

11 **Q. Please state Communications Authority's position regarding Issue 35.**

12 A. AT&T's definition of entrance facilities implies that AT&T could charge for entrance  
13 facilities regardless of where the POI is located. AT&T should only be entitled to charge for  
14 actual entrance facilities between the CLEC side of the POI and the CLEC network. In cases  
15 where the POI is in an AT&T Central Office and CA meets AT&T at the POI, Entrance  
16 Facilities should not apply or be billed. Entrance Facility charges should only apply if CA  
17 requests AT&T to provide transport for interconnection trunks from AT&T's Central Office  
18 to another location.

19

20 **Issue 36: Should the network interconnection architecture plan section of the ICA**  
21 **provide that Communications Authority may lease TELRIC-priced facilities to link one**  
22 **POI to another?**

23 **Q. Please state Communications Authority's position regarding Issue 36.**

1 A. If CA has an existing POI at a AT&T Tandem and AT&T requires CA to establish a new,  
2 secondary POI at another location due to excessive transit traffic between CA and the  
3 secondary location, then CA should be entitled to lease AT&T dedicated interoffice transport  
4 between the original POI where CA's network is already interconnected and the proposed  
5 new POI. This provision is desired by CA to establish clarity that the interoffice transport in  
6 such a case may be purchased by CA at TELRIC Entrance Facility rates and need not require  
7 special access circuits for local interconnection.

8

9 **Issue 37: Should Communications Authority be solely responsible for the facilities that**  
10 **carry Communications Authority's OS/DA, E911, Mass Calling, Third Party and Meet**  
11 **Point trunk groups?**

12 **Q. Please state Communications Authority's position regarding Issue 37.**

13 A. Of the types of trunk groups cited here, CA intends only to use 911 trunks. In Florida, the  
14 county historically pays for 911 trunks on the AT&T side of the POI. Every CLEC I have  
15 ever done work for has been done this way. Therefore, CA's objection stems from AT&T's  
16 language which seems to permit it to double-bill both the county and the CLEC for the same  
17 911 trunks. If AT&T omitted 911 trunks from this language, CA would have no objections.

18

19 **Issue 38: May Communications Authority designate its collocation as the POI?**

20 **Q. Please state Communications Authority's position regarding Issue 38.**

21 A. CA believes that it is clear that the Act intended for each party to bear its own costs on its  
22 side of the POI. AT&T has recently begun to use language such as its proposed language  
23 here to attempt to subvert that intention and to create a revenue opportunity for AT&T at the  
24 expense of CA. CA has direct knowledge of situations where the parties agree that the POI is

1 at a AT&T wire center, a CLEC orders, pays for, and obtains a collocation in that wire  
2 center, and then AT&T claims that the POI is actually in some other area of the building and  
3 that the CLEC must pay AT&T for circuits between the alleged POI and the CLEC's  
4 collocation in the same building. This does not seem to be in good faith or in keeping with  
5 the Act's intentions, so CA seeks to revise this language to clarify.

6  
7 CA believes that if it extends its network all the way into the AT&T wire center where the  
8 POI is located, the least AT&T can do is connect to CA's collocation at its own expense. It is  
9 worthy of note that CA is not permitted to present interconnection circuits to AT&T  
10 anywhere else in the wire center other than a collocation. AT&T's language would make it  
11 impossible for CA to actually meet AT&T at the POI.

12

13 **Issue 39a: Should the ICA state that Communications Authority may use a third party**  
14 **tandem provider to exchange traffic with third party carriers?**

15 **Q. Please state Communications Authority's position regarding Issue 39a.**

16 A. CA desires to clarify that it is not required to use AT&T's tandem to exchange call traffic  
17 with other carriers and may instead use any third-party tandem provider at CA's option.

18

19 **Issue 39b: Should the ICA provide that either party may designate a third party**  
20 **tandem as the Local Homing Tandem for its terminating traffic between the parties'**  
21 **switches that are both connected to that tandem?**

22 **Q. Please state Communications Authority's position regarding Issue 39b.**

23 A. Although there are several third-party tandem providers currently operating throughout  
24 Florida, AT&T seeks to maintain its monopoly on tandem services by use of this proposed

1 language. CA's language would introduce parity between the parties; CA would still be  
2 required to send calls to AT&T's network using the tandem specified by AT&T. CA's  
3 language, however, would permit it to select a third party tandem to be used by other carriers  
4 to reach CA's own network rather than CA being required to use only AT&T's tandem. CA  
5 believes that AT&T has not been and should not be granted a monopoly for local tandem  
6 service, which is exactly what AT&T's proposed language would do.

7

8 **Issue 40: Should the ICA obligate Communications Authority to establish a dedicated**  
9 **trunk group to carry mass calling traffic?**

10 **Q. Please state Communications Authority's position regarding Issue 40.**

11 A. Through this provision, AT&T seeks to force CA to purchase unnecessary services from  
12 AT&T in order to obtain local interconnection. In practice, many CLECs today do not use  
13 HVCI trunks, including several that I am personally familiar with in Florida. HVCI or  
14 "choke" trunks are a relic of a telecommunications network that no longer exists; choke  
15 trunks are deprecated with the use of Signalling System 7 for the exchange of call traffic  
16 between carriers. This agreement already requires all trunks to be SS7, and so choke trunks  
17 would be useless. This provision is anti-competitive because it requires the purchase by CA  
18 of useless trunks from AT&T. It is also discriminatory, because this requirement is not  
19 imposed uniformly by AT&T upon CLECs and CMRS carriers, and AT&T's proposed  
20 language does not impose any requirements upon AT&T to order choke trunks to CA. CA  
21 should have total control of which trunks it will order to interconnect its own switches to  
22 others. AT&T did not respond to CA on this issue.

23

1 **Issue 41: Should the ICA include Communications Authority’s language providing for**  
2 **SIP Voice-over-IP trunk groups?**

3 **Q. Please state Communications Authority’s position regarding Issue 41.**

4 A. CA believes that if AT&T at some point offers more modern, cost effective local  
5 interconnection to others that CA should have an equal ability to order the same  
6 interconnection services offered to others. AT&T has an anti-competitive motive for keeping  
7 CLECs interconnected using legacy technology because legacy TDM trunks are less scalable  
8 and more expensive for the CLEC. CA’s language does not require AT&T to develop or  
9 invent anything new; it simply prohibits AT&T from offering modern services selectively to  
10 others and not to CA.

11  
12 This is also important because CA believes that AT&T already provides SIP interconnection  
13 to others but is denying the same to CA under this agreement. CA’s language would be the  
14 only mechanism in this ICA to ensure that CA receives fair and equal treatment with regard  
15 to this issue.

16

17 **Issue 42: Should Communications Authority be obligated to pay for an audit when the**  
18 **PLF, PLU and/or PIU factors it provides AT&T Florida are overstated by 5% or more**  
19 **or by an amount resulting in AT&T Florida under-billing Communications Authority**  
20 **by \$2,500 or more per month?**

21 **Q. Please state Communications Authority’s position regarding Issue 42.**

22 A. This revision is necessary because the cost of an audit is not capped, and could exceed  
23 \$100,000.00. For a small CLEC, a 5% discrepancy is not only common but could amount to  
24 as little as \$100.00. This could be used by AT&T as a very effective tool to bankrupt its

1 competition, if it forced a CLEC to pay for a \$100,000 audit to reveal \$100.00 in under-  
2 billing. CA believes that its language strikes a better balance, holding CA accountable for  
3 misstatements but not permitting AT&T to artificially drive up CA's costs.  
4 CA has offered to revise the language to cap the CA portion of the audit cost at 100% of the  
5 value of the billing discrepancies found by the audit, and we believe this is a fair  
6 compromise.

7

8 **Issue 43: i) Is the billing party entitled to accrue late payment charges and interest on**  
9 **unpaid intercarrier compensation charges? ii) When a billing dispute is resolved in**  
10 **favor of the billing party, should the billed party be obligated to make payment within**  
11 **10 business days or 30 business days?**

12 **Q. Please state Communications Authority's position regarding Issue 43.**

13 A. CA believes that late payment charges and interest are mutually exclusive and may not be  
14 combined. CA has also revised the true-up timeframe from 10 to 30 days, as CA may need  
15 time to secure financing to make payment of such amounts if it is found responsible for them.

16

17 **Issue 44: Should the ICA contain a definition for HDSL-capable loops?**

18 **Q. Please state Communications Authority's position regarding Issue 44.**

19 A. CA desires to clarify this point in the Agreement because AT&T has recently conflated  
20 the terms "DS1 loop", "HDSL loop" and "HDSL-capable loop" in order to deny CAs access  
21 to HDSL-capable loops in Tier 1 Wire Centers. CA notes that the term "HDSL Compatible  
22 Loop" is also sometimes used, which is substantially the same as "HDSL-Capable".

23

24

1 **Issue 45: How should the ICA describe what is meant by a vacant ported number?**

2 **Q. Please state Communications Authority's position regarding Issue 45.**

3 A. CA objects to AT&T's language, because it seems to require that any time an original end  
4 user no longer owns a number, it must return back to AT&T. This would mean that if end  
5 user A ported their telephone number to CA, and then conveyed the number to end user B  
6 who desired to assume end user A's service with CA, CA would be required to release the  
7 number, and the customer, back to AT&T. AT&T has confirmed that this is its intent. CA  
8 believes that this is anti-competitive, as it increases costs and denies the end user a choice of  
9 provider without cause. CA's language clarifies that only if the number is no longer assigned  
10 must it be returned.

11

12 **Issue 46: i) Should the ICA include limitations on the geographic portability of**  
13 **telephone numbers? ii) Should the ICA provide that neither party may port toll-free**  
14 **service telephone numbers?**

15 **Q. Please state Communications Authority's position regarding Issue 46.**

16 A. CA believes that it is well settled that subscribers may port numbers regardless of rate  
17 center designation as long as the gaining provider's network can support the service. To  
18 support the service, the gaining provider would need to have local interconnection in the  
19 LATA in which the number is issued along with working 911 emergency service for the  
20 subscriber's actual location. The FCC has affirmed the use of "nomadic VoIP" which  
21 involves local telephone numbers which are used outside of their original geographic rate  
22 center.

23

1 CA agrees that toll-free portability is not controlled by this Agreement since it is not local  
2 service, but CA does not waive its right to port toll-free numbers which AT&T's language  
3 would seem to do. The parties have since resolved Issue 46(ii).

4

5 **Issue 47: Should the ICA require the parties to provide access to live agents for**  
6 **handling repair issues?**

7 **Q. Please state Communications Authority's position regarding Issue 47.**

8 A. In my experience, AT&T has a well-established history of making it nearly impossible for  
9 CLECs to obtain repair during even the most critical of outages. One such mechanism that  
10 AT&T regularly employs is the use of robotic telephone answering systems for CLEC repair  
11 calls, which make it virtually impossible for CLEC repair staff to reach a live AT&T agent or  
12 in fact to accomplish anything at all. Often the AT&T robot will reject CLEC telephone,  
13 account or circuit numbers even if they are valid and after numerous attempts. This behavior  
14 by AT&T substantially lengthens CLEC outages large and small, and could be easily  
15 remedied if both parties were required to provide a live human agent when the other party  
16 has a network outage which must be cooperatively resolved. Regardless of which party is at  
17 fault, the CLEC's reputation suffers more during such outages due to its smaller size and  
18 market share. Therefore, CA believes that its language is reasonable and necessary in order to  
19 best provide parity.

20

21 **Issue 48a: Should the provisioning dispatch terms and related charges in the OSS**

22 **Attachment apply equally to both parties?**

23 **Issue 48b: Should the repair terms and related charges in the OSS Attachment apply**  
24 **equally to both parties?**

1 **Q. Please state Communications Authority's position regarding Issues 48a and 48b.**

2 A. AT&T's Draft ICA language does not provide parity; it requires CA to compensate  
3 AT&T when CA causes AT&T to dispatch a technician and the problem is not within  
4 AT&T's network. However, AT&T's language provides CA with no recourse and instead,  
5 CA must absorb all of the costs of AT&T's error if the opposite occurs. AT&T often reports  
6 to CA that a service is installed or repaired when in fact AT&T has not installed or repaired  
7 the service. CA then must dispatch its own technician, who finds that the service was not  
8 installed or repaired after all. CA language would hold AT&T to the same standard that  
9 AT&T's language holds CA to; each party would be required to compensate the other for  
10 wasting each other's resources. CA has added a rate parity requirement so that CA's rate  
11 cannot exceed AT&T's rate.

12

13 **Issue 49: When Communications Authority attaches facilities to AT&T Florida's**  
14 **structure, should Communications Authority be excused from paying inspection costs if**  
15 **AT&T Florida's own facilities bear the same defect as Communications Authority's?**

16 **Q. Please state Communications Authority's position regarding Issue 49.**

17 A. The parties have resolved Issue 49.

18

19 **Issue 50: In order for Communications Authority to obtain from AT&T Florida an**  
20 **unbundled network element (UNE) or a combination of UNEs for which there is no**  
21 **price in the ICA, must Communications Authority first negotiate an amendment to the**  
22 **ICA to provide a price for that UNE or UNE combination?**

23 **Q. Please state Communications Authority's position regarding Issue 50.**

1 A. CA believes that it is entitled to order any element which AT&T is required to provide as  
2 a UNE, whether or not it is listed in this Agreement. CA's proposed language provides  
3 certainty so that the price and terms are agreed to before ordering, and provides adequate  
4 time to load the element into AT&T's systems. CA has already agreed to accept whatever  
5 Commission-approved rate exists for the UNE being sought.

6

7 **Issue 51: Should AT&T Florida be required to prove to Communications Authority's**  
8 **satisfaction and without charge that a requested UNE is not available?**

9 **Q. Please state Communications Authority's position regarding Issue 51.**

10 A. CA proposed the following addition to the ICA: "CA shall be entitled to challenge such  
11 denials of UNE facilities and AT&T-212STATE shall reasonably prove at no charge to CA  
12 that the requested facilities do not exist or are all in use." CA believes its proposed ICA  
13 language is reasonable to prevent AT&T from arbitrarily and incorrectly denying UNE  
14 orders placed by CA, to which CA would have no recourse.

15

16 In my roles with AstroTel and with Terra Nova Telecom, I have seen AT&T reject UNE  
17 orders and claim that no facilities exist when in fact facilities do exist. In those cases, it has  
18 been very difficult to obtain AT&T's cooperation to override the incorrect reject notice and  
19 get facilities installed. This is why CA seeks this language.

20

21 **Issue 52: Should the UNE Attachment contain the sole and exclusive terms and**  
22 **conditions by which Communications Authority may obtain UNEs from AT&T**  
23 **Florida?**

24 **Q. Please state Communications Authority's position regarding Issue 52.**

1 A. CA believes that AT&T has improperly inserted this language to compel CA to waive its  
2 rights to obtain UNE facilities. CA believes that it has the absolute right to obtain any UNE  
3 or UNE combination which AT&T is required to provide, regardless of whether or not it is  
4 contained in this agreement. Therefore, CA does not waive such rights and believes that  
5 AT&T may not insist upon such a waiver as a condition to obtaining this ICA.

6

7 **Issue 53: Should Communications Authority be allowed to commingle any UNE element**  
8 **with any non-UNE element it chooses?**

9 **Q. Please state Communications Authority's position regarding Issue 53.**

10 A. CA proposed additional language: "CA shall be entitled to commingle any UNE with any  
11 other service element purchased from AT&T-21STATE either from this Agreement or from  
12 any AT&T- 21STATE tariff, so long as the combination is technically feasible. Such  
13 commingling shall be required even if the specific arrangement sought by CA is not  
14 commonly commingled by AT&T-21STATE."

15

16 CA believes that it is entitled to commingle facilities as specified in its language, and that  
17 AT&T's language restricts CA's ability to commingle in a manner inconsistent with FCC  
18 rules and orders.

19

20 **Issue 54a: Is thirty (30) days written notice sufficient notice prior to converting a UNE**  
21 **to the equivalent wholesale service when such conversion is appropriate?**

22 **Q. Please state Communications Authority's position regarding Issue 54a.**

23 A. CA cannot possibly transition its customer base to new service arrangements in 30 days.  
24 Moreover, AT&T itself cannot provide the necessary services for such a transition in that

1 time period. Upon notice from AT&T of a UNE sunset, CA must re-design and re-engineer  
2 the affected service(s), and then must place orders for new service with AT&T or others to  
3 replace the sunset elements. Interconnection agreements typically have provided 180 days for  
4 such a transition, and CA continues to believe that this is reasonable.

5

6 **Issue 54b: Is thirty (30) calendar days subsequent to wire center Notice of**  
7 **Nonimpairment sufficient notice prior to billing the provisioned element at the**  
8 **equivalent special access rate/Transitional Rate?**

9 **Q. Please state Communications Authority's position regarding Issue 54b.**

10 A. The actual effect of AT&T's language, if approved, would be to prevent CA from using  
11 the most valuable UNEs it is entitled to such as dark fiber. Without adequate transition time,  
12 CA would likely be immediately bankrupt if AT&T ever invoked this sunset provision as  
13 proposed.

14

15 CA believes this is inconsistent with the FCC's intent. Clearly the FCC intended that when a  
16 wire center becomes "non-impaired," CLECs should transition services from UNEs to  
17 alternate commercial arrangements rather than being forced out of the marketplace and into  
18 bankruptcy, leaving subscribers without service. AT&T's proposed language makes a  
19 transition impossible and harms consumers who would lose service as a direct result.

20

21 **Issue 55: To designate a wire center as unimpaired, should AT&T Florida be required**  
22 **to provide written notice to Communications Authority?**

23 **Q. Please state Communications Authority's position regarding Issue 55.**

1 A. AT&T should provide actual notice to CA for such major changes affecting CA. Simply  
2 posting them to a website with no further notice is unreasonable and could harm CA and  
3 CA's customers without adequate warning for CA to prevent any disruption of services. CA  
4 is simply requesting that such information be conveyed through the existing Notices  
5 procedure in the ICA. All other ILECs in Florida send non-impairment notices via certified  
6 mail; the least AT&T can do is use the same notices process that CA is required to use.

7

8 **Issue 56: Should the ICA include Communications Authority's proposed language**  
9 **broadly prohibiting AT&T Florida from taking certain measures with respect to**  
10 **elements of AT&T Florida's network?**

11 **Q. Please state Communications Authority's position regarding Issue 56.**

12 A. CA believes that in-service UNE facilities are a part of its network and are not subject to  
13 tampering by AT&T for the purpose of serving AT&T customers. In some cases, CLECs  
14 have paid AT&T for loop conditioning on UNE loops and have performed their own pre-  
15 service testing on those loops prior to placing customer's service on them. If AT&T takes a  
16 CLEC's conditioned, tested loop for its own customer and substitutes an unconditioned,  
17 untested one, a CLEC's customers are made to suffer for the benefit of AT&T and its  
18 customers. This is unfair and does not represent parity; AT&T will not disadvantage its own  
19 customer in order to supply a UNE loop to a CLEC.

20

21 **Issue 57: May Communications Authority use a UNE to provide service to itself or for**  
22 **other administrative purposes?**

23 **Q. Please state Communications Authority's position regarding Issue 57.**

1 A. I believe it is well settled that a CLEC is permitted to order and use UNEs as a part of its  
2 network for any permissible purpose, subject to certifications and impairment restrictions  
3 contained elsewhere in the ICA and consistent with FCC rules. CA does not believe that  
4 AT&T is entitled to specify exactly what CA may do or not do with UNEs to which CA is  
5 entitled. Unlike resale service, UNEs often do not serve a specific end user subscriber but  
6 instead are part of a CLEC's overall network infrastructure which is used to serve its  
7 subscribers. As a practical matter, such non-customer-specific UNEs could be interpreted to  
8 be used to provide service to CA itself. CA must be entitled to use UNEs as envisioned by  
9 the Act and FCC rules, without artificial barriers and restrictions added by AT&T.

10

11 **Issue 58: Is Multiplexing available as a stand-alone UNE independent of loops and**  
12 **transport?**

13 **Q. Please state Communications Authority's position regarding Issue 58.**

14 A. CA is not arguing that multiplexing must be offered as a standalone UNE. CA is arguing  
15 that multiplexing (or a "mux") should be offered/combined with UNE loops (a loop/mux  
16 combo), offered/combined with UNE transport (a mux/transport combo), and offered/  
17 combined with UNE loops that are combined with UNE transport (multiplexed enhanced  
18 extended loops ("EELs")). AT&T does all of the above for itself and should be required to do  
19 this for CLECs as well at cost-based rates.

20

21 CA's specific objection is that UNE multiplexing should not automatically be considered an  
22 EEL, subject to the restrictions and additional costs imposed upon EELs. A  
23 multiplexing/loop combination, for instance, should be permitted but would not be an EEL if

1 the multiplexer is fed from a CLEC collocation and no UNE transport is part of the  
2 arrangement.

3

4 **Issue 59a: If AT&T Florida accepts and installs an order for a DS1 after**  
5 **Communications Authority has already obtained ten DS1s in the same building, must**  
6 **AT&T Florida provide written notice and allow 30 days before converting to and**  
7 **charging for Special Access service?**

8 **Issue 59b: Must AT&T Florida provide notice to Communications Authority before**  
9 **converting DS3 Digital UNE loops to special access for DS3 Digital UNE loops that**  
10 **exceed the limit of one unbundled DS3 loop to any single building?**

11 **Issue 59c: For unbundled DS1 or DS3 dedicated transport circuits that AT&T Florida**  
12 **installs that exceed the applicable cap on a specific route, must AT&T Florida provide**  
13 **written notice and allow 30 days prior to conversion to Special Access?**

14 **Q. Please state Communications Authority's position regarding Issues 59a, 59b, and**  
15 **59c.**

16 A. CA believes that it is reasonable that AT&T must actually notify CA of its intention prior  
17 to converting an in-service circuit, so that CA has time to make its own decision and service  
18 change before AT&T's action occurs. For new orders, CA does not believe that AT&T  
19 should automatically install a circuit other than what was ordered if what was ordered is  
20 unavailable. AT&T should reject the UNE order back to CA stating that the ordered service  
21 is not available, instead of installing special access when UNE was ordered. If AT&T installs  
22 the circuit, then it should be installed as a UNE as ordered by CA, and then AT&T may begin  
23 the conversion process by sending the required notice if desired.

24

1 **Issue 60: Should Communications Authority be prohibited from obtaining resale**  
2 **services for its own use or selling them to affiliates?**

3 **Q. Please state Communications Authority's position regarding Issue 60.**

4 A. AT&T should have no input into how CA designs its network or provisions its customers.  
5 CA believes that it is entitled to sell resale service to any party it chooses, as long as it does  
6 not violate the terms of this Agreement. For example, CA should be entitled to order and use  
7 resale service for a burglar/fire alarm line or for a fax line at an affiliate's office building or  
8 at the home of one of CA's officers. CA does not object to and has left unchanged AT&T's  
9 language prohibiting use of resale service to provide access or interconnection.

10

11 **Issue 61: Which party's language regarding detailed billing should be included in the**  
12 **ICA?**

13 **Q. Please state Communications Authority's position regarding Issue 61.**

14 A. CA believes that it is entitled to the billing detail sought because it is already required by  
15 FCC 99-72. CA notes that it would be unable to properly bill its end users if AT&T failed to  
16 provide the detail required. CA disagrees that 47 CFR 64.2400-2401 applies only to retail  
17 consumer bills; AT&T has not shown this to be true and the plain language of the regulation  
18 indicates the opposite. Further, the detail required by CA's language is required for CA to  
19 comply with the billing disputes provisions of the Draft ICA. It is not logical that AT&T  
20 would not be required to provide billing detail which CA cannot file billing disputes without.

21

22 **Issue 62a: Should the ICA state that OS/DA services are included with resale services?**

23 **Issue 62b: Does Communications Authority have the option of not ordering OS/DA**  
24 **service for its resale end users?**

1 **Q. Please state Communications Authority's position regarding Issue 62a and 62b.**

2 A. CA believes that it should not be compelled to offer AT&T OS/DA service to either its  
3 facilities-based customers or its resale customers. CA notes that AT&T retail customers have  
4 the ability to limit pay-per-use calls such as OS/DA, so CA should have the same ability.

5

6 **Issue 63: Should Communications Authority be required to give AT&T Florida the**  
7 **names, addresses, and telephone numbers of Communications Authority's end user**  
8 **customers who wish to be omitted from directories?**

9 **Q. Please state Communications Authority's position regarding Issue 63.**

10 A. CA believes that AT&T's proposed language is anti-competitive. There is no compelling  
11 reason why CA should be obligated to share any customer proprietary network information  
12 ("CPNI") with AT&T when there is no reason to do so. For CA to be required to provide its  
13 customer list, and then be obligated to pay AT&T to keep it confidential, is ridiculous.

14 AT&T has rejected CA's Draft ICA language, but failed to provide any justification for its  
15 position.

16

17 **Issue 64: What time interval should be required for submission of directory listing**  
18 **information for installation, disconnection, or change in service?**

19 **Q. Please state Communications Authority's position regarding Issue 64.**

20 A. CA believes that AT&T has no compelling reason, nor any right to control CA's business  
21 processes which affect CA customers. Therefore, CA has deleted one sentence from AT&T's  
22 proposed language in the Draft ICA related to Directory Listings. CA believes that the End  
23 User Customer is the sole party in control of when and if a directory listing should be

1 ordered. Neither CA nor AT&T should have the right to force the end user to place a listing,  
2 and AT&T's retail customers are not forced to do so. Therefore, this is also a parity issue.

3

4 **Issue 65: Should the ICA include Communications Authority's proposed language**  
5 **identifying specific circumstances under which AT&T Florida or its affiliates may or**  
6 **may not use Communications Authority's subscriber information for marketing or**  
7 **winback efforts?**

8 **Q. Please state Communications Authority's position regarding Issue 65.**

9 A. CA believes that its position is reasonable and complies with current FCC orders  
10 regarding customer proprietary network information ("CPNI") and Section 222 of the Act.

11

12 **Issue 66: For each rate that Communications Authority has asked the Commission to**  
13 **arbitrate, what rate should be included in the ICA?**

14 **Q. Please state Communications Authority's position regarding Issue 66.**

15 A. In most cases, CA has suggested alternate rates that are similar to those charged in Florida  
16 by Verizon for the same rate element. For other charges, particularly those that are not found  
17 in Verizon's ICAs or do not appear to be cost-based, CA has suggested rates that are more  
18 commercially reasonable than those suggested by AT&T.

19

20 **Q. Do you have anything more to add?**

21 A. Not at this time.