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February 24, 2015

Carlotta Stauffer, Commission Clerk  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No.: 140156-TP: Petition of Communications Authority, Inc.  
for Section 252(b) Arbitration**

Dear Ms. Stauffer:

The attached Decision Point List (“DPL”) in the above-referenced Docket is being filed consistent with the Interconnection Agreement (“ICA”) that AT&T Florida filed February 16, 2015, attached to Witness Patricia H. Pellerin’s Direct Testimony. The conformed DPL will avoid any questions or confusion as to the parties’ respective proposed language and ICA references.

Copies have been served to the Parties shown on the attached Certificate of Service list.

Sincerely,

s/Tracy W. Hatch

Tracy W. Hatch

cc: All Parties of Record  
Elise R. McCabe  
Brian W. Moore

1125609

**CERTIFICATE OF SERVICE**  
**Docket No. 140156-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

Electronic Mail this 24th day of February, 2015 to the following:

Lee Eng Tan  
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s/Tracy W. Hatch  
Tracy W. Hatch

Decision Point List  
Communications Authority, Inc. and BellSouth Telecommunications, LLC dba AT&T Florida  
Docket No. 140156-TP (2/24/15)

| Issue Nos. and Section Reference(s). | Issue Statement(s)   | AT&T Florida Proposed Language   | CA Proposed Language  |
|--------------------------------------|--|--|---|
| Issue 1<br><br>UNE 4.1               | Is AT&T Florida obligated to provide UNEs for the provision of Information Services?   | 4.1 AT&T-21STATE will provide access to UNEs for <b><u>the provision</u></b> by <b><u>CLEC of a Telecommunications Service (Act, Section 251(c)(3).</u></b>  | 4.1 AT&T-21STATE will provide access to UNEs for <i>use</i> by <b><i>CLEC in any technically feasible manner.</i></b>   |
| Issue 2<br><br>Collo 1.7.3           | Is CA entitled to become a Tier 1 Authorized Installation Supplier (AIS) to perform work outside its collocation space?                  | 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS). <b><u>If Collocator applies to become an AT&amp;T-21STATE Approved Installation Supplier (AIS) for the purpose of performing work related to its own collocation(s), AT&amp;T-21STATE shall act on Collocator's application within a reasonable period of time using criteria no more restrictive than applied by AT&amp;T-21STATE to any other person applying to be an AIS.</u></b>   | 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS). <b><i>Collocator shall be entitled to become an AT&amp;T-21STATE Approved Installation Supplier (AIS) within a reasonable period of time for the purpose of performing work related to its own collocation(s), using criteria no more restrictive than that applied by AT&amp;T-21STATE to any other AIS.</i></b>  |
| Issue 3<br><br>Collo 3.17.3.1        | When CA supplies a written list for subsequent placement of equipment, should an application fee be assessed?                            | 3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated.   | 3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated. <b><i>CLEC shall not be charged for submission of the attachment to the Equipment List or for this review process, regardless of outcome.</i></b>  |
| Issue 4a<br><br>Collo 3.20.1         | If CA is in default, should AT&T Florida be allowed to reclaim collocation space prior to conclusion of a dispute regarding the default? | 3.20.1 If the Collocator shall <b><u>materially</u></b> default in performance of any provision herein, and <b><u>such</u></b> the default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies. | 3.20.1 If the Collocator shall default in performance of any provision herein, and <b><i>the</i></b> default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies. <b><i>This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CLEC has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.</i></b> |

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| Issue 4b<br>Collo 3.20.2  | Should AT&T Florida be allowed to refuse CA's applications for additional collocation space or service or to complete pending orders after AT&T Florida has notified CA it is in default of its obligations as Collocator but prior to conclusion of a dispute regarding the default? | 3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.   | 3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section. <b><i>This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CLEC has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.</i></b>  |
| Issue 5<br>Collo 4.6.2    | Should CA be required to provide AT&T Florida with a certificate of insurance prior to starting work in CA's collocation space on AT&T Florida's premises?  | 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have <b><u>five (5) Business Days</u></b> to cure the deficiency. If the Collocator does not cure the deficiency within <b><u>five (5) Business Days</u></b> , Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.   | 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have <b><i>thirty (30) days</i></b> to cure the deficiency. If the Collocator does not cure the deficiency within <b><i>thirty (30) days and the Collocator has already commenced work</i></b> , Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.   |
| Issue 6<br>Collo 4.11.3.4 | Should AT&T Florida be allowed to recover its costs when it erects an interior security partition to protect its equipment and ensure network reliability and such partition is the least costly reasonable security measure?   | 4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given. | 4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given. <b><i>This provision shall only apply if CLEC or any agent of CLEC has been proven to have committed any wrongdoing or violation of this agreement on AT&amp;T property, and the measures taken by AT&amp;T for which recovery is sought would protect AT&amp;T from that wrongdoing or breach by CLEC in the future.</i></b> |
| Issue 7a<br>Collo 7.4.1   | Under what circumstances may AT&T Florida charge CA when CA submits a modification to an application for collocation, and what charges should apply?  | 7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE..   | 7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE. <b><i>This provision shall not apply if AT&amp;T-21STATE requested or required the revision or modification, in which case no additional charges shall apply. This provision shall not apply if the revision results in no change in the number, type or size of cables, or floor space, and has no other cost impact on AT&amp;T-21STATE.</i></b>   |

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| <p>Issue 7b<br/><br/>Collo 7.5.1</p>  | <p>When CA wishes to add to or modify its collocation space or the equipment in that space, or to cable to that space, should CA be required to submit an application and to pay the associated application fee?</p>                                    | <p>7.5.1 A request from a Collocator to add or modify space, <u>equipment</u>, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.</p>   | <p>7.5.1 A request from a Collocator to add or modify space, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application. <b><i>This provision shall not apply and no fee shall be due if Collocator is installing or replacing collocated equipment in its own space, without requesting any action by AT&amp;T even if Collocator submits updated equipment designations to AT&amp;T in accordance with this agreement.</i></b></p>  |
| <p>Issue 8<br/><br/>Collo 14.2</p>    | <p>Is 120 calendar days from the date of a request for an entrance facility, plus the ability to extend that time by an additional 30 days, adequate time for a CA to place a cable in a manhole?</p>   | <p>14.2 If the Collocator has not left the cable in the manhole within <b><u>one hundred twenty (120)</u></b> calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional <b><u>thirty (30)</u></b> calendar day extension by notifying AT&amp;T-21STATE, <b><u>no later than fifteen (15) calendar days</u></b> prior to the end of the <b><u>one hundred twenty (120)</u></b> calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.</p>   | <p>14.2 If the Collocator has not left the cable in the manhole within <b><i>one hundred eighty (180)</i></b> calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional <b><i>ninety (90)</i></b> calendar day extension by notifying AT&amp;T-22STATE, prior to the end of the one <b><i>hundred eighty (180)</i></b> calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.</p>   |
| <p>Issue 9a<br/><br/>Collo 17.1.2</p> | <p>Should the ICA require CA to utilize an AT&amp;T Florida AIS Tier 1 for CLEC-to-CLEC connection within a central office?</p>   | <p>17.1.2 The Collocator must utilize an AT&amp;T-21STATE AIS Tier 1 to place the CLEC to CLEC connection.</p>  | <p>17.1.2 The Collocator must utilize an AT&amp;T-21STATE AIS Tier 1 to place the CLEC to CLEC connection, <b><i>unless the Collocator and the Third Party both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&amp;T-21STATE common cable support structure.</i></b></p>   |
| <p>Issue 9b<br/><br/>Collo 17.1.5</p> | <p>Should CLEC-to-CLEC connections within a central office be required to utilize AT&amp;T Florida common cable support structure?</p>  | <p>17.1.5 The CLEC to CLEC connection shall utilize AT&amp;T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.</p>  | <p>17.1.5 The CLEC to CLEC connection shall utilize AT&amp;T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule, <b><i>unless the Collocator and the Third Party are both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&amp;T-21STATE common cable support structure.</i></b></p>   |
| <p>Issue 10<br/><br/>Collo 3.18.4</p> | <p>If equipment is improperly collocated (e.g., not previously identified on an approved application for collocation or not on authorized equipment list), or is a safety hazard, should CA be able to delay removal until the dispute is resolved?</p> | <p>3.18.4 <b><u>In the event AT&amp;T-21STATE reasonably believes that equipment proposed for collocation is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. When AT&amp;T Florida reasonably believes or determines that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs, AT&amp;T Florida shall provide written notification of such determination to Collocator. The Collocator will be given ten (10) Business Days from the date of the notice to remove the equipment from the collocation space. If Collocator disputes the determination, and the dispute is resolved in AT&amp;T Florida's favor, Collocator will have ten (10) Business Days from the date the dispute is resolved to remove the equipment from the collocation space. If AT&amp;T Florida determines the Collocator's equipment is improperly collocated (e.g. equipment was not previously identified on an approved application for collocation or the equipment is not on the authorized equipment list) or if it is determined that the Collocator's equipment does not meet minimum safety standards, the Collocator must remove the equipment within the (10) Business Days after notification from</u></b></p> | <p>3.18.4 <b><i>In the event it is agreed between the parties or determined following a dispute resolution proceeding initiated by either party that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or that the Collocator's equipment does not meet the minimum safety standards, Collocator will be given thirty (30) Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards in Section 3.17.2 above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.</i></b></p> |

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|                         |   | <u>AT&amp;T-21-STATE of violation of such safety standard and will be responsible for all resulting damages.</u>   |  |
| Issue 11<br>GTC 2.45    | Should the period of time in which the Billed Party must remit payment be thirty (30) days from the bill date or twenty (20) days from receipt of the bill?   | 2.45 "Bill Due Date" means thirty (30) calendar days from the bill date.   | 2.45 "Bill Due Date" means thirty (30) calendar days from the bill date <b>or 20 days following receipt of a bill by the billed party, whichever is later.</b>   |
| Issue 12<br>GTC 2.74    | RESOLVED  |  |  |
| Issue 13a<br>GTC 2.106  | i) Should the definition of "Late Payment Charge" limit the applicability of such charges to undisputed charges not paid on time?<br><br>ii) Should Late Payment Charges apply if CA does not provide the necessary remittance information? | 2.106 "Late Payment Charge" means the charge that is applied when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date, <b>or if CLEC does not submit the Remittance Information.</b>   | 2.106 "Late Payment Charge" means the charge that is applied when a CLEC fails to remit payment for any <b>undisputed</b> charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date.   |
| Issue 13b<br>GTC 2.137  | Should the definition of "Past Due" be limited to undisputed charges that are not paid on time?   | 2.137 "Past Due" means when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).  | 2.137 "Past Due" means when a CLEC fails to remit payment for any <b>undisputed</b> charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).  |
| Issue 13c<br>GTC 2.164  | Should the definition of "Unpaid Charges" be limited to undisputed charges that are not paid on time?   | 2.164 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.  | 2.164 "Unpaid Charges" means any <b>undisputed</b> charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.  |
| Issue 13d<br>GTC 11.3.1 | Should late payment charges apply only to undisputed charges?   | 11.3.1 If any portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment <b>not</b> received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law. | 11.3.1 If any <b>undisputed</b> portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment <b>neither</b> received <b>nor disputed</b> and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law. |

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| <p>Issue 14a<br/><br/>GTC 5.1</p>                     | <p>Should the GTCs state that the Parties shall provide each other local interconnection services or components at no charge?</p>  | <p>5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&amp;T-21STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.</p>  | <p>5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&amp;T-21STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. <b>Each party shall bear all costs of local interconnection facilities on its side of the Point of Interconnection ("POI"), and neither party shall charge the other party non-recurring or monthly recurring charges associated with local interconnection services or components located at the POI or on the billing party's side of the POI.</b> The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.</p>        |
| <p>Issue 14b<br/><br/>Net Int. 4.6.4</p>              | <p>i) Should an ASR supplement be required to extend the due date when the review and discussion of a trunk servicing order extends beyond 2 business days?<br/><br/>ii) Should AT&amp;T Florida be obligated to process CA's ASRs at no charge?</p> | <p>4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&amp;T-21STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt <b>will</b> require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.</p> | <p>4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&amp;T-21STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt <b>may</b> require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed. <b>Neither party shall charge the other for ASRs related to ordering, rearranging or disconnecting Local Interconnection trunks, including charges for due date changes and ordering intervals.</b></p> |
| <p>Issue 15<br/><br/>GTC 6.2.2.14</p>                 | <p>i) RESOLVED<br/><br/>ii) May CA exclude explosion, collapse and underground damage coverage from its Commercial General Liability policy if it will not engage in such work?</p>  | <p>6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy; and</p>  | <p>6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy (<b>if CLEC will engage in such work</b>); and</p>   |
| <p>Issue 16<br/><br/>GTC 6.2.2.6 through 6.2.2.10</p> | <p>Which Party's insurance requirements are appropriate for the ICA when CA is collocating?</p>  | <p>6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p><u>Collocating</u></p> <p>6.2.2.6 <b><u>\$10,000,000</u></b> General Aggregate; and</p> <p>6.2.2.7 <b><u>\$5,000,000</u></b> Each Occurrence; and</p> <p>6.2.2.8 <b><u>\$5,000,000</u></b> Personal Injury and Advertising Injury; and</p>  | <p>6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p><u>Collocating</u></p> <p>6.2.2.6 <b><u>\$2,000,000</u></b> General Aggregate; and</p> <p>6.2.2.7 <b><u>\$2,000,000</u></b> Each Occurrence; and</p> <p>6.2.2.8 <b><u>\$2,000,000</u></b> Personal Injury and Advertising Injury; and</p>  |

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|                           |  | 6.2.2.9 <b>\$10,000,000</b> Products/Completed Operations Aggregate; and<br>6.2.2.10 <b>\$2,000,000</b> Damage to Premises Rented to You (Fire Legal Liability)  | 6.2.2.9 <b>\$2,000,000</b> Products/Completed Operations Aggregate; and<br>6.2.2.10 <b>\$500,000</b> Damage to Premises Rented to You (Fire Legal Liability)  |
| Issue 17<br><br>GTC 7.1.1 | i) RESOLVED<br><br>ii) Should AT&T Florida be obligated to recognize an assignment or transfer of the ICA that the ICA does not permit?<br><br>iii) Should the ICA disallow assignment or transfer of the ICA to an Affiliate that has its own ICA in Florida? | 7.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T-21STATE, which shall not be unreasonably withheld. For any proposed assignment or transfer CLEC shall provide AT&T-21STATE with a minimum of sixty (60) calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. <b><u>Any attempted assignment or transfer that is not permitted is void as to AT&amp;T-21STATE and need not be recognized by AT&amp;T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose.</u></b> CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. <b><u>Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&amp;T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.</u></b> | 7.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T-21STATE, which shall not be unreasonably withheld. For any proposed assignment or transfer CLEC shall provide AT&T-21STATE with a minimum of sixty (60) calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. |
| Issue 18<br><br>GTC 8.2.1 | Should the ICA expire on a date certain that is two years plus 90 days from the date the ICA is sent to CA for execution, or should the term of the ICA be five years from the effective date?   | 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire <u>on &lt;&lt;txtExpDate&gt;&gt;</u> (the "Initial Term"). <b><u>[Two years +90 days from the date sent to CLEC for execution.]</u></b>  | 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire <b><i>five years from the Effective Date</i></b> (the "Initial Term").  |
| Issue 19<br><br>GTC 8.3.1 | Should termination due to failure to correct a material breach be prohibited if the Dispute Resolution process has been invoked but not concluded?   | 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.  | 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party. <b><i>Neither party shall terminate this Agreement or service under this provision if the alleged breach is disputed and the Dispute Resolution process has been invoked but not concluded, including all appeals.</i></b>  |



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| Issue 20<br><br>GTC 8.4.6   | Should AT&T Florida be permitted to reject CA's request to negotiate a new ICA when CA has a disputed outstanding balance under this ICA?                                   | 8.4.6 AT&T may reject a request under Section 252 to initiate negotiations for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.   | 8.4.6 AT&T may reject a request under Section 252 to initiate negotiations for a new agreement if CLEC has an <b><i>undisputed</i></b> outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.  |
| Issue 21<br><br>GTC 11.8  | Should CA be responsible for Late Payment Charges when CA's payment is delayed as a result of its failure to use electronic funds credit transfers through the ACH network? | 11.8 <b><u>Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.</u></b>   | 11.8 <b><i>INTENTIONALLY LEFT BLANK.</i></b>  |
| Issue 22a<br><br>GTC 11.9   | Should the disputing party be required to use the billing party's preferred form or method to communicate billing disputes?   | 11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. <b><u>The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party.</u></b>  | 11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below.                            |
| Issue 22b<br><br>GTC 13.4   | Should CA use AT&T Florida's form to notify AT&T Florida that it is disputing a bill?   | 13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. <b><u>Written Notice sent to AT&amp;T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".</u></b>  | 13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.  |
| Issue 23a<br><br>GTC 11.9 through 11.12 and 11.13.2 through 11.13.4 | Should a Party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute?                       | <p>11.9 ... On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party and (ii) <b><u>all Disputed Amounts, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) Traffic or ISP-Bound Traffic, into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.</u></b></p> <p>11.9.1 <b><u>Identification of circumstances in which the Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account:</u></b></p> <p>11.9.1.1 <b><u>The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if its total Disputed Amounts not paid into escrow do not exceed \$15,000.</u></b></p> <p>11.9.1.2 <b><u>The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if it has established a minimum of 12 consecutive months of timely payment history and its total outstanding and unpaid invoice charges do not exceed 10 percent of the then-current monthly billing to said Non-Paying Party.</u></b></p> <p>11.9.1.3 <b><u>If the Billed Party believes in good faith that a billed amount is incorrect by reason of a clerical, or arithmetic error (e.g., erroneous use of a \$0.50 rate when applicable rate for the service billed is \$0.05, or multiplication by 1220 units when actual number of units was 220), the Billed Party may dispute the bill by bringing</u></b></p> | <p>11.9 ... On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party.</p> <p>11.9.1 <b><i>INTENTIONALLY LEFT BLANK</i></b></p> <p>11.9.1.1 <b><i>INTENTIONALLY LEFT BLANK</i></b></p> <p>11.9.1.2 <b><i>INTENTIONALLY LEFT BLANK</i></b></p> <p>11.9.1.3 <b><i>INTENTIONALLY LEFT BLANK</i></b></p> |

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|  |  | <p><u>the asserted error to the Billing Party's attention without paying the Disputed Amount into an escrow account. Upon the assertion of such a dispute.</u></p> <p>11.9.1.3.1 <u>If the Billing Party agrees in all respects with the Billed Party's assertion of the error, the Billing Party will correct the error.</u></p> <p>11.9.1.3.2 <u>If the Billing Party agrees that a billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is required to pay or escrow pending resolution of the dispute, with the amount of any required escrow to be reasonable under the circumstances. The Non-Paying Party shall pay into escrow as set forth in Section 11.10 below the amount reasonably specified by the Billing Party within five business days of its receipt of such specification, and if (but only if) the Non-Paying Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the dispute, on the date on which the Billed Party initially disputed the bill under subsection 11.9.1.3.</u></p> <p>11.9.1.3.3 <u>If the Billing Party determines in good faith that no billing error has occurred, the Billing Party will so notify the Non-Paying Party, and may demand that the Non-Paying Party pay the Disputed Amount into escrow if it wishes to dispute the bill. Within five business days of its receipt of such a demand, the Disputing Party shall pay the Disputed Amount into an interest bearing escrow account as set forth in Section 11.10 below, and if (but only if) the Disputing Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the Billing Dispute, as of the date on which the Billed Party initially disputed the bill under subsection 11.9.1.3</u></p> <p>11.10 <u>Requirements to Establish Escrow Accounts:</u></p> <p>11.10.1 <u>To be acceptable, the Third Party escrow agent must meet all of the following criteria:</u></p> <p>11.10.1.1 <u>The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</u></p> <p>11.10.1.2 <u>The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u></p> <p>11.10.1.3 <u>The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u></p> <p>11.10.2 <u>In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</u></p> <p>11.10.2.1 <u>The escrow account must be an interest bearing account;</u></p> | <p>11.9.1.3.1 <i>INTENTIONALLY LEFT BLANK</i></p> <p>11.9.1.3.2 <i>INTENTIONALLY LEFT BLANK</i></p> <p>11.9.1.3.3 <i>INTENTIONALLY LEFT BLANK</i></p> <p>11.10 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.1 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.1.1 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.1.2 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.1.3 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.1 <i>INTENTIONALLY LEFT BLANK.</i></p> |
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|  | <p>11.10.2.2 <u>all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u></p> <p>11.10.2.3 <u>that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</u></p> <p>11.10.2.4 <u>all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</u></p> <p>11.10.2.5 <u>disbursements from the escrow account will be limited to those:</u></p> <p>11.10.2.5.1 <u>authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or</u></p> <p>11.10.2.5.2 <u>made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 13.7 below; or</u></p> <p>11.10.2.5.3 <u>made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 13.7 below.</u></p> <p>11.11 <u>Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.3 above.</u></p> <p>11.12 <u>Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.0 below.</u></p> <p>11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:</p> <p>11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute.</p> <p>11.13.2 <u>within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u></p> <p>11.13.3 <u>within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</u></p> <p>11.13.4 <u>no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the</u></p> | <p>11.10.2.2 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.3 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.4 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.5 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.5.1 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.5.2 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.10.2.5.3 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.11 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.12 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:</p> <p>11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute.</p> <p>11.13.2 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.13.3 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>11.13.4 <i>INTENTIONALLY LEFT BLANK.</i></p> |
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|  |  | <u>amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.9 above.</u>   |  |
| Issue 23b<br><br>GTC 12.4.3 and 12.4.4 | Should a Party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute?  | <p>12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and</p> <p>12.4.2 pay all undisputed Unpaid Charges to the Billing Party; <b>and</b></p> <p>12.4.3 <u>pay all Disputed Amounts (other than Disputed Amounts arising from Inter-carrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above; and</u></p> <p>12.4.4 <u>furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Inter-carrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Inter-carrier Compensation) has been deposited into an escrow account that complies with Section 11.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.</u></p> | <p>12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and</p> <p>12.4.2 pay all undisputed Unpaid Charges to the Billing Party.</p> <p>12.4.3 <i>INTENTIONALLY LEFT BLANK.</i></p> <p>12.4.4 <i>INTENTIONALLY LEFT BLANK.</i></p>  |
| Issue 23c<br><br>GTC 12.6.2            | Should a Party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute?  | <p>12.6 If the Non-Paying Party fails to:</p> <p>12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above;</p> <p>12.6.2 <u>deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above within the time specified in Section 12.2 above;</u></p>   | <p>12.6 If the Non-Paying Party fails to:</p> <p>12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above;</p> <p>12.6.2 <i>INTENTIONALLY LEFT BLANK.</i></p>  |
| Issue 24<br><br>GTC 12.2               | <p>i) Should the ICA provide that the billing party may only send a discontinuance notice for unpaid undisputed charges?</p> <p>ii) Should the non-paying party have 15 or 30 calendar days from the date of a discontinuance notice to remit payment?</p> | <p>12.2 For purposes of this Section 12.2, to "pay" a bill means to pay all undisputed charges to the Billing Party <b>and to pay all Disputed Amounts either to the Billing Party or into an escrow account in accordance with Sections 11.9 and 11.10.</b> If the Billed Party fails to pay any portion of a bill, including but not limited to any Late Payment Charges, by the Bill Due Date, the Billing Party may send a written Notice ("Discontinuance Notice") informing such Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services furnished under this Agreement, the Non-Paying Party must pay all unpaid amounts as provided above, within <b>fifteen (15)</b> calendar days. The Non-Paying Party must pay the bill in full as described herein within <b>fifteen (15)</b> calendar days of the Discontinuance Notice. If the Non-Paying Party does not pay as described herein within <b>fifteen (15)</b> calendar days of the Discontinuance Notice, the Billing Party may discontinue or disconnect Interconnection Services furnished under this Agreement.</p>  | <p>12.2 For purposes of this Section 12.2, to "pay" a bill means to pay all undisputed charges to the Billing Party. If the Billed Party fails to pay any portion of a bill, including but not limited to any Late Payment Charges, by the Bill Due Date, the Billing Party may send a written Notice ("Discontinuance Notice") informing such Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services furnished under this Agreement, the Non-Paying Party must pay all <b>undisputed</b> unpaid amounts as provided above, within <b>thirty (30)</b> calendar days. The Non-Paying Party must pay the bill in full as described herein within <b>thirty (30)</b> calendar days of the Discontinuance Notice. If the Non-Paying Party does not pay as described herein within <b>thirty (30)</b> calendar days of the Discontinuance Notice, the Billing Party may discontinue or disconnect Interconnection Services furnished under this Agreement.</p> |

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| Issue 25<br>GTC 11.13.1  | Should the ICA obligate the billing party to provide itemized detail of each adjustment when crediting the billed party when a dispute is resolved in the billed party's favor?   | 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:<br><br>11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute; | 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:<br><br>11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute. <b><i>The Billing Party shall identify each specific adjustment or credit with the dispute reference number provided by the Billed Party in its dispute of the charges being credited;</i></b>                 |
| Issue 26<br>GTC 13.1.2   | What is the appropriate time frame for a party to dispute a bill?   | 13.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill <b><u>dated</u></b> within the twelve (12) months immediately <b><u>preceding</u></b> the date on which the <b><u>Billing</u></b> Party received <b><u>notice of such Disputed Amounts</u></b> .   | 13.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill within the twelve (12) months immediately <b><i>following</i></b> the date on which the <b><i>Billed</i></b> Party <b><i>first</i></b> received <b><i>the detailed bill from the Billing Party</i></b> .  |
| Issue 27<br>GTC 13.4.3.8 | Should the ICA permit CA to dispute a class of related charges on a single dispute notice?  | 13.4.3.8 <b><u>INTENTIONALLY LEFT BLANK.</u></b>   | 13.4.3.8 <b><i>The disputing party may dispute a class of related charges in a single dispute notice, as long as the dispute information provided relates to all disputes in the class as a whole.</i></b>  |
| Issue 28<br>GTC 13.4.4   | RESOLVED  |  |   |
| Issue 29<br>GTC 13.9.1   | ii) Should the ICA permit a party to bring a complaint directly to the Commission, bypassing the dispute resolution provisions of the ICA?<br><br>iii) Should the ICA permit a party to seek relief from the Commission for an alleged violation of law or regulation governing a subject that is covered by the ICA? | 13.9 Compliance with Dispute Resolution Process<br><br>13.9.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Commission in the state where the services in dispute are provided. However, each Party reserves any rights it may have to seek review of any ruling made by the Commission concerning this Agreement by a court of competent jurisdiction.   | 13.9 Compliance with Dispute Resolution Process<br><br>13.9.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Commission in the state where the services in dispute are provided. However, each Party reserves any rights it may have to seek review of any ruling made by the Commission concerning this Agreement by a court of competent jurisdiction. <b><i>Nothing in this agreement shall be construed to prohibit a party from seeking relief from the Commission at any time for an alleged violation of this agreement or of any law or regulation by the other party, whether or not dispute resolution procedures have been followed.</i></b> |
| Issue 30<br>GTC 17.1     | i) Should the joint and several liability terms be reciprocal?<br><br>iii) Can a third-party that places an order under this ICA using CA's company code or identifier be jointly and severally liable under the ICA?   | 17.1 In the event that <b><u>CLEC</u></b> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, <b><u>all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.</u></b>   | 17.1 In the event that <b><i>either party</i></b> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party place orders under this Agreement using CLEC's company codes or identifiers, <b><i>the party shall be solely liable to the other for obligations under this Agreement related to the actions of its affiliate, agent or designate. This Agreement does not provide for action against or recovery from any third party, except as otherwise provided herein.</i></b>  |

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| <p>Issue 31<br/><br/>GTC 28.4</p>       | <p>Does AT&amp;T Florida have the right to reuse network elements or resold services facilities utilized to provide service solely to CA's customer subsequent to disconnection by CA's customer without a disconnection order by CA?</p> | <p>28.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&amp;T-21STATE, AT&amp;T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. <b><u>AT&amp;T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.</u></b></p>  | <p>28.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&amp;T-21STATE, AT&amp;T-21STATE shall have the right to reuse the facilities provided to CA, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. <b><i>This provision shall only apply to lines or circuits ordered in the name of the End User which has made such election, and shall not apply to any facilities provided by AT&amp;T-21STATE to CLEC for the purpose of serving multiple End Users or where the End User names do not match.</i></b></p>   |
| <p>Issue 32<br/><br/>GTC 37.1</p>       | <p>Shall the purchasing Party be permitted to not pay taxes because of a failure by the providing Party to include taxes on an invoice or to state a tax separately on such invoice?</p>  | <p>37.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. <b><u>Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax.</u></b> Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 35.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statute of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.</p> | <p>37.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Taxes shall be billed as a separate item on the invoice. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 35.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statute of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.</p> |
| <p>Issue 33a<br/><br/>GTC 37.3-37.4</p> | <p>Should the purchasing Party be excused from paying a Tax to the providing Party that the purchasing Party would otherwise be obligated to pay if the purchasing Party pays the Tax directly to the Governmental Authority?</p>         | <p>37.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form reasonably prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 37.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or</p>   | <p>37.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form reasonably prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. <b><i>Purchasing Party shall have the right to claim and receive exemption from any governmental tax, fee or surcharge which it can reasonably prove that it remits directly to the proper government entity. If an official certificate of exemption does not exist for a specific tax or government surcharge, the parties agree that proof of payment of the tax or surcharge directly to the government entity shall constitute adequate proof of exemption.</i></b> Prior to receiving such exemption certificate and any such other required</p>  |

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|  | <p>excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party <b><u>may in its discretion agree not to bill and/or not to</u></b> require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form reasonably prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.</p> <p>37.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 37.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 37.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 37.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the</p> | <p>information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 37.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party <b><i>shall not</i></b> require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form <b><i>reasonably</i></b> prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.</p> <p>37.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 37.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 37.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 37.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the</p> |
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|                                 |   | providing Party shall be entitled to all other amounts.   | providing Party shall be entitled to all other amounts. <b>Taxes for which the Purchasing Party has provided evidence of direct payment to the Governmental Authority shall not be treated as contested under this provision and shall be entitled to exemption by the Providing Party.</b>  |
| Issue 33b<br><br>E911 5.2.2     | If CA has both resale customers and facility-based customers, should CA be required to use AT&T Florida as a clearinghouse for 911 surcharges with respect to resale lines? | 5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Author Authority. The Parties agree that:<br><br>5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.   | 5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority, <b>or in the case of a Facility based CLEC which also has resale service from AT&amp;T-21STATE, and which remits and reports its facility-based and resale-based data in the aggregate to the 911 Customer.</b> The Parties agree that:<br><br>5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer. <b>In the case of a facility-based CLEC which also has resale service, and which remits and reports its facility-based and resale-based data in the aggregate to the 911 Customer, AT&amp;T SOUTHEAST REGION 9-STATE shall omit CLEC's resale lines from its own reporting to 911 Customer. If CLEC claims exemption from resale 911 surcharges under this provision, CLEC shall be solely responsible for remitting and reporting of 911 surcharges to the 911 Customer.</b> |
| Issue 34a<br><br>E911 3.3.2     | Should CA be required to interconnect with AT&T Florida's E911 Selective Router?  | 3.3.2 AT&T-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911 SR, as specified in Attachment 02-Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates.   | 3.3.2 AT&T-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CA, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates. <b>Notwithstanding its legal and/or regulatory requirement to provide E911 service to its End Users, nothing in this agreement shall prohibit CLEC from obtaining any Local Interconnection Service under this agreement, even if CLEC chooses to obtain E911 interconnection from another provider/carrier.</b>   |
| Issue 34b<br><br>E911 4.1.4.3.4 | Should CA be required to interconnect with AT&T Florida's E911 Selective Router?  | 4.1 Call Routing (for CLEC's own switches):<br><br>4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.<br><br>4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR.<br><br>4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect from CLEC's switch to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the | 4.1 Call Routing (for CLEC's own switches):<br><br>4.1.1 <b>Where it chooses to purchase E911 service from AT&amp;T-21STATE</b> , CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.<br><br>4.1.2 <b>Where it chooses to purchase E911 service from AT&amp;T-21STATE</b> , CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR<br><br>4.2.3 <b>Where it chooses to purchase E911 service from AT&amp;T-21STATE</b> , CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect from CLEC's switch to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911  |



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|  |  | <p>applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.</p> <p>4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&amp;T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.</p> <p>4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&amp;T-21STATE E911 SR.</p> <p>4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&amp;T-21STATE E911 SR.</p> <p>4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&amp;T-21STATE.</p> <p>4.2.12 <b><u>CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.</u></b></p> <p>4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.</p> <p>4.3 Database:</p> <p>4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&amp;T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&amp;T-21STATE for inclusion in AT&amp;T-21STATE's DBMS on a timely basis.</p> | <p>Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.</p> <p>4.2.4 <b><i>Where it chooses to purchase E911 service from AT&amp;T-21STATE</i></b>, CLEC is responsible for ordering a separate E911 Trunk group from AT&amp;T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.</p> <p>4.2.5 <b><i>Where it chooses to purchase E911 service from AT&amp;T-21STATE</i></b> CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&amp;T-21STATE E911 SR.</p> <p>4.2.6 <b><i>Where it chooses to purchase E911 service from AT&amp;T-21STATE</i></b>, CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&amp;T-21STATE E911 SR.</p> <p>4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&amp;T-21STATE <b><i>or an alternative E911 provider.</i></b></p> <p>4.2.12 <b><i>CLEC shall comply at all times with its regulatory obligation to provide working E911 service to its End Users, whether or not such service is purchased from AT&amp;T-21STATE.</i></b></p> <p>4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.</p> <p>4.3 Database:</p> <p>4.3.1 <b><i>Where it chooses to purchase E911 service from AT&amp;T-21STATE</i></b>, once the 911 Interconnection between CLEC and all appropriate AT&amp;T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&amp;T-21STATE for inclusion in AT&amp;T-21STATE's DBMS on a timely basis.</p> <p>4.3.2 <b><i>Where it chooses to purchase E911 service from AT&amp;T-21STATE</i></b>, CLEC or its</p> |
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|                              |  | <p>4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.</p> <p>4.3.4 CLEC is responsible for providing AT&amp;T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&amp;T-21STATE 911 DBMS.</p> | <p>agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.</p> <p>4.3.4 <b>Where it chooses to purchase E911 service from AT&amp;T-21STATE</b>, CLEC is responsible for providing AT&amp;T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&amp;T-21STATE 911 DBMS.</p>   |
| Issue 35<br>Net Int. 2.9     | Should the definition of "Entrance Facilities" exclude interconnection arrangements where the POI is within an AT&T Florida serving wire center and CA provides its own transport on its side of that POI? | 2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect CLEC's network with AT&T-21STATE's network for the mutual exchange of traffic. These Entrance Facilities connect CLEC's network from CLEC's Switch or point of presence ("POP") within the LATA to the AT&T-21STATE Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service.            | 2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect CLEC's network with AT&T-21STATE's network for the mutual exchange of traffic. These Entrance Facilities connect CLEC's network from CLEC's Switch or point of presence ("POP") within the LATA to the AT&T-21STATE Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service. <b>Entrance Facilities do not apply to interconnection arrangements where the mutually-agreed Point of Interconnection ("POI") is within an AT&amp;T-21STATE Serving Wire Center, and CLEC provides its own transport on its side of that POI.</b> |
| Issue 36<br>Net Int. 3.2.4.6 | Should the network interconnection architecture plan section of the ICA provide that CA may lease TELRIC-priced facilities to link one POI to another?   | 3.2.4.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.  | 3.2.4.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met. <b>CLEC may lease facilities from AT&amp;T as Dedicated Transport - Interoffice Channel from an existing POI to the additional POI for this purpose.</b>   |
| Issue 37<br>Net Int. 3.2.6   | Should CA be solely responsible for the facilities that carry CA's OS/DA, E911, Mass Calling, Third Party and Meet Point trunk groups?   | 3.2.6 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.  | 3.2.6 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups <b>on its side of the Point of Interconnection ("POI").</b>   |
| Issue 38<br>Net Int. 3.4.4   | May CA designate its collocation as the POI?   | 3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.  | 3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI. <b>If the POI is a collocation arrangement within an AT&amp;T Wire Center, then the demarcation point shall be that collocation.</b>   |
| Issue 39a<br>Net Int. 4.1.6  | Should the ICA state that CA may use a third party tandem provider to exchange traffic with third party carriers?  | 4.1.6 <b><u>INTENTIONALLY LEFT BLANK.</u></b>  | 4.1.6 <b>Nothing herein shall prohibit CLEC from utilizing third-party tandem providers to exchange call traffic with any carrier not directly connected to CLEC's network.</b>  |

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| <p>Issue 39b<br/><br/>Net Int. 4.3.1</p> | <p>Should the ICA provide that either Party may designate a third party tandem as the Local Homing Tandem for its terminating traffic between the parties' switches that are both connected to that tandem?</p> | <p>4.3.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between CLEC End Users and AT&amp;T-21STATE End Users.</p>   | <p>4.3.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between CLEC End Users and AT&amp;T-21STATE End Users. <i><b>If a third-party tandem connects the switches operated by both parties, then either party shall be entitled to designate such third party tandem as the Local Homing Tandem for its terminating traffic between the switches which are connected by the third party tandem, and neither party shall be obligated to pay the other for tandem switching provided by the third party.</b></i></p> |
| <p>Issue 40<br/><br/>Net Int. 4.3.9</p>  | <p>Should the ICA obligate CA to establish a dedicated trunk group to carry mass calling traffic?</p>   | <p><b><u>4.3.9 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group - AT&amp;T-21STATE:</u></b></p> <p><b><u>4.3.9.1 CLEC must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.</u></b></p> <p><b><u>4.3.9.2 The HVCI trunk group shall be sized as follows:</u></b></p> <p><b><u>[Table from attachment reflects number of mass calling trunks required based on the number of access lines]</u></b></p> <p><b><u>4.3.9.3 If CLEC should acquire a HVCI/Mass Calling customer, (e.g., a radio station) CLEC shall notify AT&amp;T-21STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&amp;T-21STATE HVCI/Mass Calling Serving Office to the CLEC End User's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.</u></b></p> <p><b><u>4.3.9.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&amp;T-21STATE the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&amp;T-21STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&amp;T-21STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&amp;T-21STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.</u></b></p> | <p>4.3.9 <i><b>INTENTIONALLY LEFT BLANK.</b></i></p> <p>4.3.9.1 <i><b>INTENTIONALLY LEFT BLANK.</b></i></p> <p>4.3.9.2 <i><b>INTENTIONALLY LEFT BLANK.</b></i></p> <p>4.3.9.3 <i><b>INTENTIONALLY LEFT BLANK.</b></i></p> <p>4.3.9.4 <i><b>INTENTIONALLY LEFT BLANK.</b></i></p>   |
| <p>Issue 41<br/><br/>Net Int. 4.3.11</p> | <p>Should the ICA include CA's language providing for SIP Voice-over-IP trunk groups?</p>   | <p>4.3.11 <i><b>INTENTIONALLY LEFT BLANK.</b></i></p>  | <p>4.3.11 <i><b>SIP Voice-over-IP/Voice-using-IP Trunk Groups. In the event that AT&amp;T-21STATE offers, installs, or provides any interconnection trunking using SIP Voice-over-IP or Voice-using-IP to any entity including its affiliates, CLEC shall be entitled to order the same type of interconnection trunking in the same areas and under the</b></i></p>   |

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|                               |   |   | <p><i>same terms where it has been offered, installed or provided for others under this agreement. The parties may mutually agree to complete a contract amendment to codify additional terms and conditions, but such an amendment shall not be required in order for CLEC to obtain the service under nondiscriminatory terms and pricing. The parties recognize that Voice-over-IP connects two network over the public internet, and is not the same as Voice-using IP which connects two networks using private non-internet peering. CLEC shall be entitled to select either of these options, to the extent technically feasible or provided to another party by AT&amp;T-21STATE. In the case of Voice-using-IP, AT&amp;T-21STATE shall provide non-discriminatory access for CLEC to interconnect its packet network to AT&amp;T-21STATE's packet network at any technically feasible point chosen by CLEC for the purpose of interconnection only, utilizing technical means to ensure quality of service and security.</i></p>  |
| Issue 42<br>Net Int. 6.13.3.5 | Should CA be obligated to pay for an audit when the PLF, PLU and/or PIU factors it provides AT&T Florida are overstated by 5% or more or by an amount resulting in AT&T Florida under-billing CA by \$2,500 or more per month?  | 6.13.3.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T SOUTHEAST REGION 9-STATE the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU <b>by five percentage points (5%)</b> or more, CLEC shall reimburse AT&T SOUTHEAST REGION 9-STATE for the cost of the audit.   | 6.13.3.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T SOUTHEAST REGION 9-STATE the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CA. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU <b>which has resulted in underbilling to CLEC of \$2500.00 per month</b> or more, CLEC shall reimburse AT&T SOUTHEAST REGION 9-STATE for the cost of the audit.   |
| Issue 43<br>Net Int. 6.13.7   | <p>i) Is the billing party entitled to accrue late payment charges and interest on unpaid intercarrier compensation charges?</p> <p>ii) When a billing dispute is resolved in favor of the billing party, should the billed party be obligated to make payment within 10 business days or 30 business days?</p> | 6.13.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges <b>and interest</b> will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges <b>or interest</b> on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related <b>interest and</b> late payment charges, to the Billing Party within <b>ten (10)</b> business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate <b>interest and</b> late payment charges, within <b>ten (10)</b> business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party. | 6.13.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related late payment charges, to the Billing Party within <b>thirty (30)</b> business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate late payment charges, within <b>thirty (30)</b> business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party. |

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| Issue 44<br><br>UNE 16.5  | Should the ICA contain a definition for HDSL-capable loops?   | 16.6 <b><u>INTENTIONALLY LEFT BLANK.</u></b>  | 16.6 <i>The parties agree that an HDSL-capable loop is distinct from an HDSL loop. An HDSL loop is a conditioned loop, includes electronics at each end, and may use intermediate repeaters to reach extended distances. An HDSL-capable loop is simply a copper loop without electronics capable of carrying HDSL signals at distances of up to 11kft. This distinction is important because HDSL loops are subject to TRRO Wire Center Designation restrictions, while HDSL-capable loops are not. CLEC shall not be foreclosed from ordering HDSL-capable loops in Tier 1 Wire Centers, while the parties agree that CLEC is not entitled to HDSL loops in Tier 1 Wire Centers under current TRRO rules. CLEC shall not be required to use UCL instead of HDSL-capable loops in cases where HDSL-capable loops exist.</i>  |
| Issue 45<br><br>LNP 3.1.4 | How should the ICA describe what is meant by a vacant ported number?  | 3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer <b>in service with the original</b> End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.  | 3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer <b>assigned to an</b> End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.  |
| Issue 46<br><br>LNP 3.2.1 | i) Should the ICA include limitations on the geographic portability of telephone numbers?<br><br>ii) RESOLVED   | 3.2.1 <b><u>Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. "Porting within Rate Centers" refers to a limitation of changing service providers while the physical location of the End User remains with the wireline footprint of the Rate Center. If the End User changes his, her or its physical location from one Rate Center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous Rate Center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one Rate Center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The Parties acknowledge that number portability is available so long as the number maintains the original rate center designation as approved by State Commissions.</u></b> | 3.2.1 <b><u>INTENTIONALLY LEFT BLANK.</u></b>   |
| Issue 47<br><br>OSS 3.14  | Should the ICA require the parties to provide access to live agents for handling repair issues?                 | 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.  | 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. <b><i>Each party shall be required to provide a human agent to the other party for telephone calls to report an outage, open a repair ticket in inquire about a repair ticket previously opened.</i></b>   |
| Issue 48a<br><br>OSS 6.4  | Should the provisioning dispatch terms and related charges in the OSS Attachment apply equally to both parties? | 6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.<br><br>6.4 <b><u>INTENTIONALLY LEFT BLANK.</u></b>   | 6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.<br><br>6.4 <b><i>In the event CLEC must dispatch to the End User's location to resolve an issue solely caused by AT&amp;T-21STATE's employees, contractors or agents (such as AT&amp;T tampering with CLEC End User's service, AT&amp;T falsely reporting that service has been properly installed when it has not, or AT&amp;T falsely reporting that service</i></b> |

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|  |   |   | <i>has been repaired when it has not) CLEC will bill AT&amp;T-21STATE and AT&amp;T-21STATE shall pay for each dispatch required to resolve the problem caused by AT&amp;T. The charge for each such dispatch shall not exceed the then-current AT&amp;T-21STATE Trouble Determination Charge.</i>   |
| Issue 48b<br><br>OSS 7.12                  | Should the repair terms and related charges in the OSS Attachment apply equally to both parties?  | 7.11 In the event AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.<br><br>7.12 <b><u>INTENTIONALLY LEFT BLANK.</u></b> | 7.11 In the event AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.<br><br>7.12 <i>In the event CLEC must dispatch to the End User's location to resolve an issue solely caused by AT&amp;T-21STATE's employees, contractors or agents (such as AT&amp;T tampering with CLEC End User's ICA Service, AT&amp;T falsely reporting that ICA Service has been properly installed when it has not, or AT&amp;T falsely reporting that ICA Service has been repaired when it has not) CLEC will bill AT&amp;T-21STATE and AT&amp;T-21STATE shall pay for each dispatch required to resolve the problem caused by AT&amp;T. The charge for each such dispatch shall not exceed the then-current AT&amp;T-21STATE Trouble Determination Charge.</i> |
| Issue 49<br><br>Structure Access<br>16.3.4 | RESOLVED  |   |   |
| Issue 50<br><br>UNE 1.3                    | In order for CA to obtain from AT&T Florida an unbundled network element (UNE) or a combination of UNEs for which there is no price in the ICA, must CA first negotiate an amendment to the ICA to provide a price for that UNE or UNE combination? | 1.3 The preceding includes without limitation that AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.   | 1.3 The preceding includes without limitation that AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes. <b><i>If CLEC orders any UNE or UNE combination for which a price does not exist in this agreement, but for which a price does exist in any then-current Commission-Approved AT&amp;T-21STATE Interconnection Agreement, then CLEC shall be entitled to obtain that UNE or UNE combination on a non-discriminatory basis under the same rate and terms. The Parties shall execute an amendment within thirty (30) days of request from CLEC for such an amendment, and the UNE(s) shall be available to CLEC for ordering within five (5) days after execution of the amendment.</i></b>  |

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| Issue 51<br>UNE 1.5   | Should AT&T Florida be required to prove to CA's satisfaction and without charge that a requested UNE is not available?   | 1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs.  | 1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs. <b><i>CLEC shall be entitled to challenge such denials of UNE facilities and AT&amp;T-21STATE shall reasonably prove at no charge to CLEC that the requested facilities do not exist or are all in use.</i></b>  |
| Issue 52<br>UNE 1.9   | RESOLVED  |   |   |
| Issue 53a<br>UNE 2.3  | Should CA be allowed to comingle any UNE element with any non-UNE element it chooses?   | 2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services.  | 2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. <b><i>CLEC shall be entitled to commingle any UNE with any other service element purchased from AT&amp;T-21STATE either from this Agreement or from any AT&amp;T-21STATE tariff, so long as the combination is technically feasible. Such commingling shall be required even if the specific arrangement sought by CLEC is not commonly commingled by AT&amp;T-21STATE.</i></b>  |
| Issue 53b:<br>UNE 6.3.3   | RESOLVED  |   |   |
| Issue 54a<br>UNE 6.2.6  | Is thirty (30) days written notice sufficient notice prior to converting a UNE to the equivalent wholesale service when such conversion is appropriate?   | 6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-21STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon <b><u>thirty (30) days</u></b> written Notice to CLEC.  | 6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-21STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon <b><i>one hundred eighty (180) days</i></b> written Notice to CA. |
| Issue 54b<br>UNE 14.10.2.2,<br>14.10.2.3.1.1 and<br>14.10.2.3.1.2 | Is thirty (30) calendar days subsequent to wire center Notice of Non-impairment sufficient notice prior to billing the provisioned element at the equivalent special access rate/Transitional Rate? | 14.10.2.2 <b><u>For the affected UNE Loop/Transport element(s) installed after March 11, 2005</u></b> , CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or <b><u>thirty (30) calendar days</u></b> after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.<br><br>14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-21STATE's Wire Center designation,<br><br>14.10.2.3.1.1 <b><u>if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after AT&amp;T-</u></b> | 14.10.2.2 CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or <b><i>one hundred eighty (180)</i></b> calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.<br><br>14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-21STATE's Wire Center designation,<br><br>14.10.2.3.1.1 <b><i>INTENTIONALLY LEFT BLANK</i></b>  |

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|                                 |   | <p><b><u>21STATE's Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.</u></b></p> <p>14.10.2.3.1.2 <b><u>if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired.</u></b> CLEC will provide a true-up based on the Transitional Rates between the date that is <b><u>thirty (30)</u></b> calendar days after AT&amp;T-21STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.</p> <p>14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&amp;T-21STATE's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or <b><u>thirty (30)</u></b> calendar days after AT&amp;T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.</p> | <p>14.10.2.3.1.2 CLEC will provide a true-up based on the Transitional Rates between the date that is <b><i>one hundred eighty (180)</i></b> calendar days after AT&amp;T-21STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.</p> <p>14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&amp;T-21STATE's Wire Center designation, <b><i>CLEC</i></b> will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or <b><i>one hundred eighty (180)</i></b> calendar days after AT&amp;T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.</p>  |
| <p>Issue 55</p> <p>UNE 15.1</p> | <p>To designate a wire center as unimpaired, should AT&amp;T Florida be required to provide written notice to CA?</p> | <p>15.1 The parties recognize that Wire Centers that AT&amp;T-21STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&amp;T-21STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process, subject to state Commission jurisdiction:</p> <p>15.1.1 AT&amp;T-21STATE may update the Wire Center list as changes occur.</p> <p>15.1.2 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&amp;T-21STATE will provide notification to CLEC <b><u>via Accessible Letter</u></b> and by a posting on AT&amp;T CLEC Online website.</p> <p>15.1.3 AT&amp;T-21STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date <b><u>the Accessible Letter is issued.</u></b></p> <p>15.1.4 In the event the CLEC disagrees with AT&amp;T-21STATE's determination, CLEC will have sixty (60) calendar days from the <b><u>issuance of the Accessible Letter</u></b> to dispute AT&amp;T-21STATE's Wire Center determination by providing a self-certification to AT&amp;T-21STATE.</p>  | <p>15.1 The parties recognize that Wire Centers that AT&amp;T-21STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&amp;T-21STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process, subject to state Commission jurisdiction:</p> <p>15.1.1 AT&amp;T-21STATE may update the Wire Center list as changes occur.</p> <p>15.1.2 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&amp;T-21STATE will provide <b><i>written</i></b> notification to CLEC <b><i>under the notices provision of this agreement</i></b> and by a posting on AT&amp;T CLEC Online website.</p> <p>15.1.3 AT&amp;T-21STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date <b><i>that the written notice was delivered to CA.</i></b></p> <p>15.1.4 In the event CLEC disagrees with AT&amp;T-21STATE's determination, CLEC will have sixty (60) calendar days from the <b><i>date that the written notice was delivered</i></b> to dispute AT&amp;T-21STATE's Wire Center determination by providing a self-certification to AT&amp;T-21STATE.</p> |



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|                            |   | <p>15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&amp;T-21STATE's Wire Center designation within sixty (60) calendar days of the issuance of the <b>Accessible Letter</b>, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within <b>thirty (30) calendar days ending on the ninetieth (90<sup>th</sup>)</b> day after the <b>issuance of the Accessible Letter</b> providing the Wire Center designation of non-impairment; no additional notification from AT&amp;T-21STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such <b>thirty (30) day</b> period, AT&amp;T-21STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.</p> <p>15.1.6 If CLEC does provide self-certification to dispute AT&amp;T-21STATE's designation determination within sixty (60) calendar days of the issuance of the <b>Accessible Letter</b>, AT&amp;T-21STATE may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&amp;T-21STATE will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.</p> | <p>15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&amp;T-21STATE's Wire Center designation within sixty (60) calendar days of the issuance of the <b>written notice</b>, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within <b>one hundred eighty (180) calendar days</b> after the <b>date that the written notice was delivered</b> providing the Wire Center designation of non-impairment; no additional notification from AT&amp;T-21STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such <b>one hundred eighty (180) day</b> period, AT&amp;T-21STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.</p> <p>15.1.6 If CLEC does provide self-certification to dispute AT&amp;T-21STATE's designation determination within sixty (60) calendar days of the issuance of the <b>written notice</b>, AT&amp;T-21STATE may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&amp;T-21STATE will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.</p> |
| Issue 56<br><br>UNE 4.6.4  | Should the ICA include CA's proposed language broadly prohibiting AT&T Florida from taking certain measures with respect to elements of AT&T Florida's network? | 4.6.4 <b><u>INTENTIONALLY LEFT BLANK.</u></b>   | 4.6.4 <b><i>AT&amp;T-21STATE shall not tamper with or convert an in-service UNE provided to CLEC for its own benefit or business purposes or for its own customers and/or substitute another UNE in its place.</i></b>   |
| Issue 57<br><br>UNE 4.7.1  | May CA use a UNE to provide service to itself or for other administrative purposes?   | 4.7.1 <b><u>CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).</u></b>   | 4.7.1 <b><i>INTENTIONALLY LEFT BLANK.</i></b>  |
| Issue 58a<br><br>UNE 6.4.2 | Is Multiplexing available as a stand-alone UNE independent of loops and transport?  | 6.4.2 AT&T-21STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop <b><u>or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service</u></b> (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:   | 6.4.2 AT&T-21STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or to an unbundled DS3 UNE Loop (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:   |

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| <p>Issue 58b<br/><br/>UNE 9.6.1</p>           | <p>Is Multiplexing available as a stand-alone UNE independent of loops and transport?</p>  | <p>9.6. DS1 and DS3 UDT includes, as follows:<br/><br/>9.6.1 <b><u>Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.</u></b></p>   | <p>9.6 DS1 and DS3 UDT includes, as follows:<br/><br/>9.6.1 <b><i>INTENTIONALLY LEFT BLANK</i></b></p>  |
| <p>Issue 59a<br/><br/>UNE 8.1.3.4.4</p>       | <p>If AT&amp;T Florida accepts and installs an order for a DS1 after CA has already obtained ten DS1s in the same building, must AT&amp;T Florida provide written notice and allow 30 days before converting to and charging for Special Access service?</p> | <p>8.1.3.4.4 DS1 UNE Loop “Caps” – AT&amp;T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE’s option it may accept or reject the order, <b><u>but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.</u></b></p>                     | <p>8.1.3.4.4 DS1 UNE Loop “Caps” – AT&amp;T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE’s option it may accept or reject the order. <b><i>If AT&amp;T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&amp;T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&amp;T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&amp;T is not entitled to the conversion.</i></b></p>                                    |
| <p>Issue 59b<br/><br/>UNE 8.1.3.5.4</p>       | <p>Must AT&amp;T provide notice to CA before converting DS3 Digital UNE loops to special access for DS3 Digital UNE loops that exceed the limit of one unbundled DS3 loop to any single building?</p>  | <p>8.1.3.5.4 DS3 UNE Loop “Caps” – AT&amp;T-21STATE is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE’s option it may accept or reject the order, <b><u>but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.</u></b></p> | <p>8.1.3.5.4 DS3 UNE Loop “Caps” – AT&amp;T-21STATE is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE’s option it may accept or reject the order. <b><i>If AT&amp;T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&amp;T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&amp;T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&amp;T is not entitled to the conversion.</i></b></p>                |
| <p>Issue 59c<br/><br/>UNE 9.6.2 and 9.6.3</p> | <p>For unbundled DS1 or DS3 dedicated transport circuits that AT&amp;T Florida installs that exceed the applicable cap on a specific route, must AT&amp;T Florida provide written notice and allow 30 days prior to conversion to Special Access?</p>        | <p>9.6.2 DS3 UDT Caps – AT&amp;T-21STATE is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE’s option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.</p>   | <p>9.6.2 DS3 UDT Caps – AT&amp;T-21STATE is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE’s option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning. <b><i>If AT&amp;T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&amp;T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by</i></b></p> |

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|                              |   | <p>9.6.3 DS1 UDT Caps - AT&amp;T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.</p>   | <p><i>AT&amp;T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&amp;T is not entitled to the conversion.</i></p> <p>9.6.3 DS1 UDT Caps - AT&amp;T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&amp;T-21STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning. <b><i>If AT&amp;T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&amp;T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&amp;T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&amp;T is not entitled to the conversion.</i></b></p> |
| Issue 60<br><br>Resale 3.2   | Should CLEC be prohibited from obtaining resale services for its own use or selling them to affiliates? | <p>3.2 <b><u>AT&amp;T-22STATE has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of AT&amp;T-22STATE's corresponding retail Tariff(s). Moreover,</u></b> CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.</p> | <p>3.2 CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.</p>  |
| Issue 61<br><br>Resale 5.2.1 | Which party's language regarding detailed billing should be included in the ICA?                        | <p>5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services. <b><u>AT&amp;T-21STATE shall provide CLEC with the option to obtain detailed monthly billing detail which, at a minimum, meets all regulatory requirements for detailed billing and which provides the telephone number and rate of each resold line billed for that month, along with any optional features for each line and the rate associated with each optional feature billed.</u></b></p>   | <p>5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services. <b><i>Unless otherwise agreed by the parties, AT&amp;T-21STATE shall provide monthly billing detail to CLEC at no cost to CLEC which, at a minimum, meets all regulatory requirements of FCC Order 99-72 for detailed billing. Detailed bills shall provide the telephone number and rate of each resold line billed for that month, along with any optional features for each line and the rate associated with each optional feature billed. Detailed bills shall also provide a description of any non-recurring charges and the cost of each, along with a detail of any usage-based charges. Each charge, including monthly recurring, nonrecurring and usage shall clearly identify which telephone number the charge applies to.</i></b></p>   |
| Issue 62a<br><br>CIS 1.2.2   | Should the ICA state that OS/DA services are included with resale services?                             | <p>1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&amp;T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. <b><u>OS/DA Services are included on Resale Services purchased under this Agreement.</u></b> AT&amp;T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:</p>  | <p>1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&amp;T-21STATE shall be the wholesale provider of OS/DA operations to CA, <b><i>if CLEC chooses to order OS/DA from AT&amp;T-22STATE. If ordered,</i></b> AT&amp;T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:</p>   |

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| Issue 62b:<br><br>CIS 1.2.3.3 | Does CA have the option of not ordering OS/DA service for its resale end users?  | 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.<br><br>1.2.3.3 <b><u>For facilities-based End Users</u></b> , nothing herein shall obligate CLEC to provide OS/DA service, to its subscribers nor to order OS/DA services from AT&T-21STATE. CLEC shall have the absolute right to deny OS/DA service to <b><u>its facilities-based End Users</u></b> without penalty or charge from AT&T-21STATE.   | 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.<br><br>1.2.3.3 Nothing herein shall obligate CLEC to provide OS/DA service, to its subscribers nor to order OS/DA services from AT&T-22STATE. CLEC shall have the absolute right to deny OS/DA service to <b><i>any or all of its subscribers</i></b> without penalty or charge from AT&T-21STATE.  |
| Issue 63<br><br>CIS 6.1.3.3.1 | RESOLVED   |   |  |
| Issue 64<br><br>CIS 6.1.5     | What time interval should be required for submission of directory listing information for installation, disconnection, or change in service?   | 6.1.5 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. <b><u>CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User.</u></b> CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.  | 6.1.5 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.  |
| Issue 65<br><br>CIS 6.1.9.1   | Should the ICA include CA's proposed language identifying specific circumstances under which AT&T Florida or its affiliates may or may not use CLEC's subscriber information for marketing or winback efforts? | 6.1.9.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services. <b><u>AT&amp;T Florida and its Affiliates agree that any subscriber listing information received from CLEC will be cared for in accordance with the provisions of Section 222 of the Act.</u></b> | 6.1.9.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services. <b><i>Neither AT&amp;T-21STATE nor any of its affiliates shall use CLEC subscriber information for any marketing or "winback" efforts or campaigns, unless 1. the subscriber information is provided in the aggregate form along with all AT&amp;T-21STATE subscriber information and 2. CLEC subscribers cannot be identified and separated from other subscribers from the information provided.</i></b> |

