BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

COMMUNICATION AUTHORITY, INC.'s PREHEARING STATEMENT

Communications Authority, Inc. ("CA"), through counsel and pursuant to Rule 25-22.038, Florida Administrative Code and pursuant to Order No. PSC-14-0700-PCO-TP issued December 19, 2014, CA files its Prehearing Statement in the above-referenced docket.

A.	Witnesses:	Testimony Filed:	Issues:
	Mike Ray	Direct Testimony	All Issues
		Reply Testimony	

B. Exhibits

CA has no known exhibits to present at hearing at this time.

C. CA's Statement of Basic Position

CA believes its proposed language for all outstanding issues should be approved by the Commission in its final order in the proceeding.

D. Questions of Law, Fact and Policy: CA's Position on the Issues

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

CA Position: Yes. CA believes that it is well established that a CLEC is entitled to use UNEs to provide any service it desires to its end-users, including Telecommunications Service and Information Service. Upon information and belief, AT&T Florida's affiliate, Teleport Communications Group ("TCG"), is

a CLEC in Florida and uses UNE facilities provided by AT&T Florida for the provision of information services with no telecommunications service component. This allows AT&T to avoid paying federal universal service fund taxes on the Information Services as telecommunications. CA is aware that AT&T uses its affiliate TCG at least in part to provide its U-Verse service in Florida, even though AT&T has testified that AT&T Florida solely provides the U-Verse services. When CA asked AT&T to identify its affiliates involve in providing these services in Florida and which affiliate provides which service, AT&T refused. CA believes that AT&T's proposed restriction is anti-competitive and not supported by the Act or Commission regulations.

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

CA Position: Yes. AT&T requires CA to hire an AT&T Approved Installation Supplier (AIS) for constructing its collocations within AT&T Central Offices. In many areas, AT&T has approved a very limited number of AIS contractors, and has refused to permit, in its sole discretion, new entrants to become certified as an AIS. The predominant AIS contractors are affiliated with AT&T, in that they maintain offices inside AT&T Central Offices and perform work for AT&T on a routine basis. In those cases, the cost of using an AIS is often prohibitive for a CLEC, who may itself possess the same technical skills and abilities as the AIS. This is especially true when the CLEC only needs minor work such as a short optical cable run within the central office and the AIS imposes a minimum job cost upon the CLEC which is far greater than the actual value of the work required. This creates an artificial barrier to entry for CLECs, imposed by AT&T. CA should be entitled to become certified as an AIS upon the same terms and conditions as any other AIS for the purpose of installing its own collocations, or AT&T should be required to provide the construction elements to CA at TELRIC-based prices if it desires to deny CA access to become an AIS.

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

CA Position: CA believes that AT&T should not be entitled to charge application fees, review fees, or any other fees if CA does not require or order anything from AT&T but simply submits updated equipment records to AT&T as required by this Agreement when changing CA's own equipment. AT&T has refused to describe its costs incurred as a result of CA installing subsequent equipment.

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

CA Position: No. AT&T's language seeks to give AT&T the ability to unilaterally take action against CA which could severely harm CA (and may threaten CA's very existence), without first providing an opportunity for CA to contest the assertion that it is in default. The Draft ICA has a dispute resolution provision available to both parties, but AT&T's language seeks to bypass its obligation to invoke that provision to resolve disputes in good faith and to instead allow it to act unilaterally without oversight or review. CA believes that this is anti-competitive and arbitrary; AT&T has not alleged or shown that the dispute

resolution process is not adequate to address this concern. The Commission has recently approved an accelerated dispute resolution process which would be available to either party for resolution of time-sensitive issues.

Issue 4b Should AT&T Florida be allowed to refuse Communications Authority's applications for additional collocation space or service or to complete pending orders after AT&T Florida has notified Communications Authority it is in default of its obligations as Collocator but prior to conclusion of a dispute regarding the default?

CA Position: No. AT&T's language seeks to give AT&T the ability to unilaterally take action against CA which could severely harm CA (and may threaten CA's very existence), without first providing an opportunity for CA to contest the assertion that it is in default. The Draft has a dispute resolution provision available to both parties, but AT&T's language seeks to bypass its obligation to invoke that provision to resolve disputes in good faith and to instead allow it to act unilaterally without oversight or review. CA believes that this is anti-competitive and arbitrary; AT&T has not alleged or shown that the dispute resolution process is not adequate to address this concern. The Commission has recently approved an accelerated dispute resolution process which would be available to either party for resolution of time-sensitive issues.

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

CA Position: AT&T's language requiring insurance to be obtained within five days is not feasible. CA cannot obtain insurance within five days; it takes much longer to obtain this coverage in Florida and most insurance carriers have refused to write such coverage for CLECs. CA has also added language to clarify that AT&T may not obtain insurance and bill CA for that insurance if CA has not commenced the work for which the insurance is required to cover. This is logical because AT&T has no risk as long as the subject work has not commenced and prevents AT&T from creating arbitrary costs that it then seeks to impose on CA while CA is working to meet the insurance requirements in good faith prior to commencement. Moreover, AT&T's internal policies are sufficient in that insurance must be provided as part of the application process for collocation or structure access.

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

CA Position: AT&T's proposed language would permit it to charge CA for arbitrary construction costs entirely unrelated to CA's collocation in a AT&T central office. CA believes that this is inappropriate, and could be used by AT&T to impose arbitrary, non-cost-based financial obligations upon its competitor to artificially increase CA's operational costs. CA has added language clarifying that AT&T may only bill CA for such security upgrades if those upgrades are in response to CA's proven misconduct. AT&T has testified that it has never in its history had to erect such a partition despite nearly two decades of dealing with CLECs nationwide. Even though AT&T's proposed language refers to an "internal security partition," in its testimony AT&T cited only heat

dissipation and equipment interference concerns which are not security issues and for which AT&T provided no basis or any history of problems. CA believes these admission further prove that there is no reasonable need for this language.

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

CA Position: AT&T's proposed language permits AT&T to charge application fees over and over again for the same application, even if AT&T has rejected the application improperly or if the resubmission of the application does not increase AT&T's costs. Since collocation is intended to be TELRIC-based, CA believes this language is inappropriate. CA has added a provision that ensures that if AT&T's costs have not increased, it is not entitled to keep charging additional application fees for resubmitted applications. Even in cases where CA has made a simple error which requires resubmission of an application, AT&T has not shown that its costs for a second review of the same application are not covered by the initial application fee. CA believes that the application fee is more than adequate to cover those costs.

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

CA Position: AT&T's proposed language permits AT&T to charge CA an augment application fee in cases where CA does not order any service or change from AT&T but simply submits a revised equipment list to AT&T because this agreement requires such a submission when CA changes equipment. Since collocation is intended to be TELRIC-based, such a charge is inappropriate because AT&T does not incur costs when CA installs its own equipment and simply complies with the agreement's requirement to update AT&T's records.

Issue 8 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 Communications Authority to place a cable in a manhole?

CA Position: The Telecommunications Act of 1996 plainly states that it is intended to encourage competition, and CA believes there is no better measure of competition than a CLEC installing its own fiber optic network to serve the public. There are numerous hurdles and challenges that a CLEC may encounter when attempting to deploy its own fiber optic network, many of which are erected by AT&T. CA believes that it is more reasonable to specify an initial period of 180 days for it to install its fiber optics, and that an extension should be 90 days instead of 30 in case CA needs more time. CA has also removed the provision that requires the request for extension 15 days prior to the expiration of the original window, because there is no demonstrated need for such advance notice or harm to AT&T if notice is not given in advance. AT&T has not demonstrated that it is harmed by the longer installation window or extension, and AT&T's language seems designed solely to increase CA's costs by forcing it to re-apply and double-pay for the entire arrangement when there are delays. Such delays could be caused by AT&T, by

weather or other elements, and would unnecessarily increase CA's cost.

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

CA Position: No. CA would incur substantial costs if it were required to utilize a AT&T AIS to install a data cable to another Collocator which is less than 10 feet away from CA's central office collocation. CA's language permits CA to directly connect to another Collocator to prevent such unnecessary costs only when the two Collocators are within ten feet of each other and when the connection can be made without use of AT&T's common cable support structure. AT&T has not demonstrated that it would be harmed by this provision, and CA believes that AT&T's language is intended solely to artificially increase CA's costs and to delay CA's entry into the market served by the central office where it is collocated.

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

CA Position: No. CA would incur substantial costs if it were required to utilize a AT&T AIS to install a data cable that runs to another Collocator which is less than 10 feet away from CA's central office collocation. CA's language permits CA to directly connect to another Collocator to prevent such unnecessary costs only when the two Collocators are within ten feet of each other and when the connection can be made without use of AT&T's common cable support structure. AT&T has not demonstrated that it would be harmed by this provision, and CA believes that AT&T's language is intended solely to artificially increase CA's costs and to delay CA's entry into the market served by the central office where it is collocated.

Issue 10 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 Communications Authority be able to delay removal until the dispute is resolved?

CA Position: CA objects to AT&T's proposed language because it permits AT&T to inflict serious and possibly fatal harm to CA based solely upon AT&T's "belief" and without any apparent provision for that belief to be properly contested prior to harming CA. As shown elsewhere in AT&T's proposed language for this agreement, AT&T seems to propose that CA's sole remedy for anything is the dispute resolution process in this agreement, but AT&T seeks to embed other remedies for itself which do not require it to comply with the same dispute resolution provisions imposed upon CA. CA does not find this arrangement fair or equitable, so CA has instead inserted proposed language to require compliance with the dispute resolution provision. CA also lengthened the cure time to 30 days to give CA ample time to replace equipment or notify customers that CA will not be able to provide service any longer. CA has left in AT&T's language holding CA responsible for all resulting damage, which should mitigate any concerns about the longer cure time.

Issue 11 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?

CA Position: AT&T has a well-established history of failure to properly and timely send complete bills to CLECs. In this proceeding, AT&T has admitted that its bills to CLECs are not always delivered timely. In the event that AT&T does not timely send a bill to CA, the due date should be adjusted to provide time for the CA to review, dispute and/or remit payment as appropriate. If CA abuses this provision, AT&T would still be able to seek dispute resolution remedies under the good faith requirements of this agreement, and AT&T is also able to send bills to CA with delivery confirmation to prove date of receipt if it chooses to do so. CA has provided three examples of interconnection agreements between AT&T Florida and other CLECs which are still in force today in Florida and which contain provisions similar to CA's language. AT&T's language would therefore unfairly discriminate against CA.

Issue 12 i) Should a Discontinuance Notice allow the Billed Party fifteen (15) days or thirty (30) to remit payment to avoid service disruption or disconnection?

CA Position: Resolved.

ii) Should the terms and conditions applicable to bills not paid on time apply to both disputed and undisputed charges?

CA Position: AT&T unilaterally moved this issue to Issue 24.

Issue 13a i) Should the definition of "Late Payment Charge" limit the applicability of such charges to undisputed charges not paid on time?
ii) Should Late Payment Charges apply if Communications Authority does not provide the necessary remittance information?

CA Position: CA has modified AT&T's language to clarify that only undisputed charges shall accrue late payment charges if not timely paid, and notes that the dispute resolution process already provides for payment of retroactive late payment charges for any disputes resolved AT&T's favor. CA has also removed language that would subject CA to late payment charges if CA does not submit remittance information, because AT&T has stated a preference for electronic payment and in CA's experience, sometimes remittance information is not properly transmitted when paying electronically. CA has no incentive to send payments without remittance information. The parties have access to dispute resolution if this becomes a chronic issue, but CA disagrees that late payment charges should apply solely due to remittance information issues if payment was actually received by AT&T on-time. AT&T has testified that even in cases where the remittance information is missing or incorrect, it still receives and has use of the funds paid by CLECs as of the date received. Therefore, AT&T's language would permit it to have use of the funds upon receipt but to impose Late Payment Charges upon those funds as if they had not been timely received. CA believes this is clearly unfair.

Issue 13b Should the definition of "Past Due" be limited to undisputed charges that are not paid on time?

CA Position: Yes. CA has modified AT&T's language to clarify that only undisputed charges are considered unpaid charges if not timely paid.

Issue 13c Should the definition of "Unpaid Charges" be limited to undisputed charges that are not paid on time?

CA Position: Yes. CA has modified AT&T's language to clarify that only undisputed charges are considered unpaid charges if not timely paid.

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

CA Position: CA has modified AT&T's language to clarify that only undisputed charges shall accrue late payment charges if not timely paid, and notes that the dispute resolution process already provides for payment of retroactive late payment charges for any disputes resolved in AT&T's favor.

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

CA Position: It is well settled industry standard policy that each party must bear its own costs for local interconnection, but AT&T has refused to explain the nature of its objections to CA's revisions which make this clear. CA's position would not require AT&T to provide Entrance Facilities at no charge. CA believes that the placement of this language is appropriate, to make clear that similar elements listed in the pricing attachment (such as Entrance Facilities) may not be charged to CA for anything on the AT&T side of the POI. T&T has also recently begun to allege that certain rooms within its own Central Office are on its network and others are not. AT&T now seeks to charge CLECs for interconnection trunk cables connecting CLEC collocations within an AT&T Central Office to other rooms within the same Central Office to which the CLEC does not have access. CA believes this practice violates the spirit of the Act, and is also at odds with the prior positions of all ILECs, including AT&T and its predecessor BellSouth. The prior positon, which CA agrees with, is that the entire AT&T Central Office is on AT&T's network and that a CLEC has met its burden to meet at the POI if it hands off local interconnection trunks at a collocation within the AT&T Central Office. CA should not be charged for intra-building circuits within that Central Office used for local interconnection.

Issue 14b 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?

CA Position: No. AT&T routinely fails to complete Local Interconnection Orders for weeks or months past the agreed due date, while the CLEC tries in futility to get AT&T to properly complete the orders. CA has provided several examples where this has previously occurred with AT&T Florida. It is not parity for a CLEC to be required to resubmit an ASR when the due date is not met, while AT&T is permitted to let the due date pass for weeks or months without consequences.

CA Position: ii) Should AT&T Florida be obligated to process Communications Authority's ASRs at no charge?

CA rejects AT&T's characterization that CA is the "cost causer" and that CA is the sole beneficiary of Local Interconnection Trunks. Local Interconnection Trunks benefit both parties equally, permitting their respective subscribers to reach each other. Although this Agreement places the ordering burden upon CA, this does not mean that the trunks are solely for CA's benefit nor is it

grounds to depart from the "each party bears its own costs" standard. CA shall bears its own costs to submit a Local Interconnection order, and AT&T should bears its own costs to process that order.

Issue 15 i) What is the appropriate time period for Communications Authority to deliver the additional insured endorsement for Commercial General Liability insurance?

CA Position: Resolved.

ii) May Communications Authority exclude explosion, collapse and underground damage coverage from its Commercial General Liability policy if it will not engage in such work?

CA Position: AT&T's proposed language would require CA to obtain costly insurance for collocations, conduits and pole attachments even if CA has not ordered or used those elements. This artificially increases CA's costs. CA's language provides the same protections but only if CA is utilizing the elements to be insured. Further, CA may not be able to obtain insurance for hazardous activities that it is not engaged in and for which it does not have expertise. CA rejects AT&T's comments as verifiably false. AT&T has a very effective mechanism to determine whether CA is engaged in the subject work or not, because CA is not entitled to work in AT&T manholes, on AT&T poles, or in AT&T Central Offices until CA has submitted and AT&T has processed a Conduit, Pole Attachment, or Collocation application. AT&T already verifies CLEC insurance as part of this application process, and so AT&T's proposed language in this item would serve solely to increase CA's costs. Many CLECs operate in a limited capacity after inception and wait for years before deploying their own physical networks, and therefore would not need such coverage until their deployment begins.

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

CA Position: CA believes that its proposed general liability limits are adequate to insure all actual risks caused by CA's activities when collocating. AT&T has not shown that it incurs risk greater than CA's proposed limits, nor that any CLEC has ever had inadequate insurance to cover a loss by AT&T. However, there are still ICAs in force today between AT&T and other CLECs with lower limits than what AT&T has attempted to require CA to carry. CA has limited the Fire Liability coverage because collocated equipment must comply with the National Equipment Building Standards (NEBS), which does not pose substantial fire risk by design. CA has not objected to AT&T's additional requirement in GTC 6.2.5 for an additional $1,000.000.00 Umbrella Policy.

Issue 17 i) What notification interval should Communications Authority provide to AT&T Florida for a proposed assignment or transfer?

CA Position: Resolved.

ii) Should AT&T Florida be obligated to recognize an assignment or transfer of the ICA that the ICA does not permit?

CA Position: Resolved.

iii) Should the ICA disallow assignment or transfer of the ICA to an Affiliate that has its own ICA in Florida?

CA Position: The language proposed by AT&T would serve to prevent CA's purchase by or purchase of another CLEC by attempting to deny the other party the ability to obtain CA's interconnection agreement if the other party already has one. This would substantially devalue CA's assets both by the value of having conducted this arbitration to obtain a favorable ICA and also by potentially making services provided under this ICA unavailable or unaffordable to a purchaser with a different ICA. When SBC purchased BellSouth in 2006 and became AT&T, CLECs were not in any position to dictate terms as AT&T now seeks to do even though AT&T assumed all of BellSouth's ICAs in Florida with CLECs. In fact, TCG is a wholly-owned CLEC subsidiary of AT&T today, and it enjoys access to AT&T Florida's network facilities under an agreement that is not filed with the Florida Public Service Commission (and therefore unavailable for adoption). TCG also refuses to pay CLEC access bills even while blaming AT&T Florida for records errors that led to the bills. TCG takes the position that it is separate from AT&T Florida and operates free from all of AT&T Florida's obligations. So while AT&T engages in such gamesmanship to its own advantage, it seeks to deny CLECs even the most basic of fair terms.

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

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

In response to CA's comments about Change of Law, AT&T then asserted that "changes in the marketplace" other than changes of law make a two-year term necessary, however it has given no examples of such changes nor has it shown that the marketplace is changing more rapidly than it has since 1996. Other ICAs are in force in Florida today between AT&T Florida and CLECs, which have been in effect for more than ten years while AT&T has not forced renegotiation of those agreements. It is also worthy of note that AT&T verbally offered to provide assurance to CA under separate cover that it would permit the Agreement to similarly run longer than two years in "evergreen" status, but that AT&T desired the two year term in order to limit the time that other CLECs may adopt this Agreement. CA rejected that offer, and believes that such tactics are not in good faith and are blatantly anticompetitive. AT&T has not shown what harm it would suffer if CA is granted a five year term like other CLECs that came before it.

Issue 19 Should termination due to failure to correct a material breach be prohibited if

the Dispute Resolution process has been invoked but not concluded?

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

If AT&T alleges that CA has breached the Agreement and CA disputes the allegation, AT&T should be required to follow the dispute resolution provision and prove its allegations before causing fatal harm to CA and CA customers. AT&T has access to the Commission's new expedited dispute resolution process for a speedy decision if it so chooses. AT&T has pointed out in response to this issue that CA has the ability to invoke dispute resolution also, which is true. However, CA's language to which AT&T objects here not designed to force AT&T to invoke dispute resolution; rather it is designed to protect CA from harm by AT&T if either party invokes dispute resolution.

Under AT&T's proposed language, CA would have the right to invoke dispute resolution, but AT&T would then have the right to ignore that and put CA out of business anyway before the dispute is resolved. AT&T suggests that the now-deceased CA could then sue AT&T for damages if it wanted to. This permits AT&T to at best pay a small amount of damages after causing a bankruptcy. Of course CA would not have the resources to sue AT&T after being put out of business by AT&T's actions. It is illogical to permit AT&T to terminate the agreement and services until disputes are resolved.

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

CA Position: Although AT&T's language throughout this Agreement provides that CA's sole remedy for any dispute or issue should be the Agreement's dispute resolution provision, AT&T repeatedly seeks to provide itself with exclusive, one-sided alternative remedies such as this one. Under AT&T's proposed language, it could fail or refuse to cooperate with CA to resolve bona fide billing disputes, fail to invoke the dispute resolution provision of this Agreement to resolve such disputes, but then refuse to negotiate a successor agreement at the end of the term, essentially blackmailing CA into paying disputed charges if it wishes to continue its operations. CA points out that AT&T is already entitled to terminate the Agreement for breach, and if it so terminates then there would be no requirement to negotiate a successor. AT&T should not have the right to refuse negotiations simply because it has not pursued the remedies available to it under this Agreement to resolve disputes with CA.

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

CA Position: Resolved.

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

CA Position: AT&T has a well-established history of inaccurate CLEC billing and failure to timely resolve disputes in good faith. AT&T has acknowledged that its bills are not always accurate. As a result, CLECs must devote substantial resources to AT&T billing disputes month after month. CA has its own automated systems which can automatically submit billing disputes to AT&T when appropriate, which saves considerable CA time and resources. CA's automated process provides all information required by Section 13.4 of this Agreement for billing disputes and emails the CA form to the address provided by AT&T for that purpose.

Requiring the use of AT&T's "special form" spreadsheet for each dispute submittal requires substantial extra resources to be allocated by CA to the processing of billing disputes, as CA must dedicate one or more employees to manually take the dispute details from CA's dispute form and place those same details upon AT&T's form. Use of AT&T's form provides no information that CA's form does not provide, while CA's form provides more room for details required by AT&T but which may not fit on AT&T's form. This manual process of moving dispute data from CA's form to AT&T's form also unnecessarily increases the likelihood of errors not present with the automated system.

CA provided a copy of its form to AT&T in response to AT&T's first set of discovery, and AT&T has raised no specific issues with CA's form. Since both forms provide the exact same information and both forms are emailed to the same AT&T email address, requiring the use of AT&T's form is simply an extra burden placed by AT&T upon its competitor. CA sees no reason why AT&T should not process disputes in good faith solely because they are not on a special form. CA believes that any mechanism whereby the billing party is provided written notice of a dispute which contains sufficient details to describe the dispute should be adequate, and CA is aware of no other ILEC in Florida which will not accept CA's form.

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

CA Position: See above.

Issue 23 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?

CA Position: CA objects to and has stricken AT&T's requirement that all disputed charges must be paid into escrow by CA. This requirement is clearly unfair to CA, as it would permit AT&T to bill CA any amount that it chooses "in error" and CA, through no fault of its own, would automatically be in default of this agreement if it was unable to raise the funds that AT&T incorrectly billed and place them into escrow. Further, AT&T's proposed language does not require AT&T to compensate CA for its costs to raise and escrow the funds even if disputes are later resolved in CA's favor. Once again, AT&T seeks to require

CA to follow the dispute resolution process but seeks to create a separate, one-sided process for itself instead of following the dispute resolution provision. CA has already agreed to AT&T's deposit requirement, and that would provide adequate assurance of payment to AT&T if it timely invoked dispute resolution for unpaid bills, including use of the Commission's expedited dispute resolution process if it chooses. This would limit AT&T's exposure and obtain finality on any disputes in a timely manner if AT&T invoked remedies already available under this ICA.

Issue 24 i) Should the ICA provide that the billing party may only send a discontinuance notice for unpaid undisputed charges?

CA Position: AT&T seeks to provide itself with remedies other than the dispute resolution process in this agreement while denying CA the protections of due process. CA must have a right to not pay disputed charges, until conclusion of the dispute resolution process. AT&T should not be permitted to unilaterally cause potentially fatal harm to its competitor without due process. Since it is entitled to a two month service deposit from CA at all times, AT&T has not shown that it would suffer undue risk or exposure if it timely invoked dispute resolution in order to get finality when billing disputes were not resolved between the parties, including access to the Commission's expedited dispute resolution process. However, AT&T seeks to provide itself with unfair, one-sided remedies that would clearly be catastrophic to its much smaller competitor instead of AT&T complying with the same dispute resolution process which CA is forced to use to resolve disputes. This is not parity.

ii) Should the non-paying party have 15 or 30 calendar days from the date of a

CA Position: discontinuance notice to remit payment?

AT&T has not shown that it incurs substantially higher risk by giving CA 30 days to raise funds to make payment to AT&T before disconnecting services. If CA were to receive bills from AT&T of which it was previously unaware, or if a dispute resolution were resolved in AT&T's favor, CA may need time to secure funding to make payment to AT&T to prevent disconnection and 30 days is reasonable. AT&T would already be entitled to Late Payment Charges to compensate for this delay. If only 15 days were allowed and AT&T was permitted to disconnect before CA could raise funds, CA would then be out of business and almost certainly bankrupt. There is little chance that AT&T would ever be paid in that case, which makes AT&T's rationale suspect.

Issue 25 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?

CA Position: If AT&T is not required to reference a specific dispute for each credit given on CA's bill, CA will be unable to ever determine which disputes should be closed and which need to stay open. Given the volume of billing errors and disputes, this would cause the entire process to become unmanageable. There is no reason why AT&T should not or cannot identify the dispute when CA has prevailed and AT&T issues the resulting credits. CA rejects AT&T's assertion that this identification is impossible, and notes that AT&T requires far greater detail from CA to process billing disputes and does not deem its

own requirements to be impossible to meet.

Issue 26 What is the appropriate time frame for a party to dispute a bill?
CA Position: Resolved.

Issue 27 Should the ICA permit Communications Authority to dispute a class of related charges on a single dispute notice?
CA Position: CA should be entitled to dispute a class of charges in a single dispute notice because AT&T may bill for a single incorrect charge using hundreds or thousands of separate line items on a bill. An example of this would be if AT&T bills for local interconnection trunks which it is not entitled to do; it could bill for each separate trunk as one or more line items on each monthly bill. If CA were required to dispute each individual line item, it would be a tremendous waste of time for both parties and there is no benefit to that approach. AT&T's incorrect billing would be the cause of the disputes in the first place, and AT&T has not shown how it would be harmed by CA's proposed language.

Issue 28 i) 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?
CA Position: Resolved.

ii) Should the ICA reflect that Communications Authority must either pay to AT&T Florida or escrow disputed amounts related to resale services and UNEs within 29 days of the bill due date or waive its right to dispute the bill for those services?
CA Position: Resolved.

Issue 29 i) Should the ICA permit a party to bring a complaint directly to the Commission, bypassing the dispute resolution provisions of the ICA?
CA Position: CA seeks to include specific language in the ICA permitting either party to seek formal or informal relief from the Commission at any time, including use of the Commission's Expedited Dispute Resolution process, for violation by AT&T of this Agreement or any law or regulation, whether or not it invokes the dispute resolution process in this Agreement. Although the parties would normally attempt informal dispute resolution first, certain disputes could be service-affecting and extremely detrimental to CA and may need to be resolved immediately without running out the clock on informal resolution between the parties. In such cases, AT&T would unfairly and unilaterally benefit if CA were prohibited from seeking resolution from the Commission while AT&T ran out the clock on an issue affecting CA's service or customers. CA rejects AT&Ts suggestion that this would "bypass the dispute resolution provisions of the ICA" because CA seeks to include this language in those provisions.

CA Position: ii) 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?
Yes. CA believes that the Commission is the most appropriate forum for disputes to be heard, because only the Commission has the subject matter

expertise to fully understand technical details which may be at issue between the parties.

Issue 30 i) Should the joint and several liability terms be reciprocal?

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

ii) Can a third-party that places an order under this ICA using Communications Authority's company code or identifier be jointly and severally liable under the ICA?

CA Position: Resolved.

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

CA Position: Resolved.

Issue 32 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?

CA Position: Taxes should be billed as separate line items so CA may audit its invoices.

Issue 33a 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?

CA Position: Yes.

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

CA Position: Because CA will be a facilities-based AND a Resale CLEC, its systems will report its 911 subscriber data in the aggregate to the Florida 911 Board using the Board's monthly form separated by county, and CA will pay the surcharges based upon that data. AT&T does not provide any way for CA to determine the county for each resale line for which AT&T bills the E911 surcharge on its bill. Especially since 911 surcharges are capped per end-user location regardless of how many lines are resale, facilities-based or VoIP, it is impossible for CA to deduct the resale lines from its monthly filings and payments to the Florida 911 Board which are county-specific. AT&T's language would effectively require CA to double-pay for its E911 surcharges each month.

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

CA Position: No. There are ample competitors for CLECs and VoIP companies to choose from in the 911 Emergency Services marketplace with at least four large

competitors to AT&T for statewide 911 service in Florida. All of these competitors provide modern, superior features and functionality compared to AT&T's antiquated, decades-old 911 infrastructure which has not changed or been significantly updated in over a decade. While acknowledging that it has a duty to provide reliable 911 service to its subscribers, CA objects to AT&T's monopolistic position that it is entitled to be paid for its inferior 911 services even when CA does not need or intend to use those services. Except for ILEC resale service which is not at issue in this provision, regulations place the burden on CA, not AT&T, to provide reliable 911 service to CA's subscribers. AT&T has not shown any reason why CA should be required to purchase inferior 911 services from AT&T instead of a superior service from an AT&T competitor. AT&T has admitted in testimony that it has no regulatory authority to require CLECs to use its 911 services and AT&T has also admitted that it is not aware of any county 911 operator, including those who have selected AT&T as its 911 vendor, which compels CLECs to use AT&T's 911 service. AT&T has cited vague references to public safety to justify its position on this issue, but has failed to provide any evidence that the public safety is in danger as a result of a CLEC choosing a competitive provider for 911 service.

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

CA Position: AT&T's definition of entrance facilities implies that AT&T could charge for entrance facilities even in cases where the POI is in an AT&T Central Office and CA extends its network into that Central Office by purchasing collocation to meet AT&T at the POI. Entrance Facility should only apply if CA requests AT&T to provide transport from AT&T's Central Office to another location.

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

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

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

CA Position: CA believes that it is well established that each party is responsible only for facilities and costs on its side of the POI for local interconnection, which includes e911 trunks. AT&T's language seems to be an attempt to conflate the meanings of local interconnection and ancillary services to create additional revenue opportunities for AT&T add to place the entire burden of local interconnection cost on CA, which conflicts with the Act's parity

requirements. It is also inappropriate for AT&T to characterize Mass Calling as Ancillary Services and not Local Interconnection when AT&T is attempting to require CA to purchase Mass Calling as part of any Local Interconnection. If CA were not required to purchase Mass Calling "choke trunks" and 911 facilities were properly classified as Local Interconnection and removed from this provision, then CA would agree with AT&T's proposed language here.

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

CA Position: CA believes that it is clear that the Telecom Act of 1996 intended for each party to bear its own costs on its side of the POI. For decades, ILECs including AT&T have taken the position that an ILEC Central Office is the POI, and not a specific room within that Central Office. AT&T has recently begun to use language such as its proposed language here to attempt to subvert that concept and to create a revenue opportunity for AT&T at the expense of CLECs. CA has direct knowledge of situations where parties to an ICA agree that the POI is at a AT&T Central Office, the CLEC orders, pays for, and obtains a collocation in that Central Office, and then AT&T claims that the POI is actually in some other area of the building and that the CLEC must pay AT&T for circuits between the alleged POI room and the CLEC's collocation in the same building. This does not seem to be in good faith or in keeping with the Act's intentions, so CA seeks to revise this language to clarify.

It is worthy of note that CA is not permitted to present interconnection circuits to AT&T anywhere else in the Central Office other than a collocation. AT&T's language would make it impossible for CA or any CLEC to actually meet AT&T at the POI, and AT&T would be entitled to charge for intra-building circuits in every single case to connect every CLEC to the POI in each Central Office, even when the CLEC has already borne the cost of transport and collocation to meet at the POI. AT&T stated in its response to CA's discovery that it is aware of no legal or regulatory decision which supports its position while CA has cited numerous examples of BellSouth local interconnections where intra-building circuits were not charged for and also cited other ILECs who have never taken this position and tried to charge for intra-building circuits for local interconnection.

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

CA Position: Resolved.

Issue 39b 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?

CA Position: Resolved.

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

CA Position: No. Through this provision, AT&T seeks to force CA to purchase unnecessary services from AT&T in order to obtain local interconnection. In practice, many CLECs today do not use HVCI/mass calling trunks, including several that CA is personally familiar with in Florida. This provision is anticompetitive

because it requires the purchase by CA of useless trunks from AT&T. It is also discriminatory, because this requirement is not imposed uniformly by AT&T upon CLECs and also because AT&T's proposed language does not also require AT&T to purchase HVCI/mass calling trunks from CA. CA should have total control of which trunks it will order to interconnect its own switches to others. While AT&T has cited in supports of its position three network failures which it claims would have been prevented by choke trunks, none of those examples involved CLECs and none of those examples were in Florida. AT&T responded to CA's discovery and stated that it is aware of no legal or regulatory decision that supports its position, while CA has provided examples of several currently in-force ICAs in Florida between AT&T and CLECs which do not require HVCI/mass calling trunks to be purchased.

Issue 41 Should the ICA include Communications Authority's language providing for SIP Voice-over-IP trunk groups?

CA Position: CA believes that if, subsequent to a conforming ICA being filed in this docket, AT&T later offers more modern, cost effective local interconnection to others that CA should have an equal ability to order the same interconnection services offered to others. AT&T has an anti-competitive motive for keeping CLECs interconnected using legacy technology because legacy TDM trunks are less scalable and more expensive for the CLEC. CA's language does not require AT&T to develop or invent anything new; it simply prohibits AT&T from offering modern services selectively to others and not to CA. While CA has cited current services offered by AT&T on a commercial basis for SIP interconnection (AT&T Voice Over IP Connect Service), AT&T claims that it is not technically capable of SIP interconnection for the purpose of local interconnection. AT&T has refused CA's proposed language which would provide SIP local interconnection as an option to CA instead of TDM local interconnection under this agreement claiming technical infeasibility. However, AT&T has not shown that the technology that it already uses to offer its commercial SIP interconnection service could not be employed to provide local interconnection to CA.

Issue 42 Should Communications Authority 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 Communications Authority by $2,500 or more per month?

CA Position: Resolved.

Issue 43 i) Is the billing party entitled to accrue late payment charges and interest on unpaid intercarrier compensation charges?

CA Position: CA believes that late payment charges and interest are mutually exclusive and may not be combined. If combined, CA believes that the resulting combination would be unfairly punitive and violate Florida usury laws.

CA Position: 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?
Resolved.

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

CA Position: CA desires to clarify this point in the Agreement because AT&T has recently conflated the terms "DS1 loop", "HDSL loop" and "HDSL-capable loop" in order to deny CAs access to HDSL-capable loops in Tier 1 Wire Centers. AT&T's predecessor BellSouth took the same position that CA now takes before the FCC in 2004 during the Triennial Review proceeding, while AT&T now seems to take the opposite position after getting the relief it was requesting in 2004.

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

CA Position: CA objects to AT&T's language, because it seems to require that any time an original end user no longer owns a number, the number must return back to AT&T. This would mean that if end user A ported their telephone number to CA, and then conveyed the number to end user B who desired to assume end user A's service with CA, CA would be required to release the number, and the customer, back to AT&T. CA's language clarifies that only if the number is no longer assigned to a customer must it be returned to AT&T. In response to CA's discovery, AT&T responded that it is unaware of any legal or regulatory decision which supports its position on this issue and AT&T has not shown how it would be harmed by CA's proposed language. CA believes that its position reflects current industry standards and is unaware of any situation where a customer was required to switch telephone carriers in order to keep their phone number.

Issue 46 i) Should the ICA include limitations on the geographic portability of telephone numbers?

CA Position: This was an important issue during the time of dial-up modems—that time has passed. Now there is no legitimate reason why this language needs to be included in the Agreement. It is an attempt by AT&T to restrict the types of service and geographic areas of CA's network. With the advent of VoIP, it is well established that a CLEC does not need to own network facilities in any specific geographic area in order to serve that area. VoIP is often provided over the Internet, where the end user provides its own broadband connection and the VoIP call is transported from the CLEC's network (sometimes through a VoIP reseller who purchases wholesale services from CA) to the customer over the Internet. This scenario would be needlessly prohibited by AT&T's language, which is why CA believes this language should be stricken entirely. AT&T's language serves solely to limit its competition, which is anti-competitive and inconsistent with the intent of the Act. CA does not disagree that it must interconnect with AT&T at a tandem within the LATA to exchange traffic for NXXs within the LATA. CA proposes alternate language to clarify that point.

ii) Should the ICA provide that neither party may port toll-free service telephone numbers?

CA Position: Resolved.

Issue 47 Should the ICA require the parties to provide access to live agents for handling

repair issues?

CA's Position: Resolved.

Issue 48a Should the provisioning dispatch terms and related charges in the OSS Attachment apply equally to both parties?

CA Position: AT&T's proposed language does not provide parity. It requires CA to compensate AT&T when CA causes AT&T to dispatch a technician and the problem is not within AT&T's network. However, AT&T's language provides CA with no recourse and instead, CA must absorb all of the costs of AT&T's error if the opposite occurs. AT&T often reports to CLECs that a service is installed or repaired when in fact AT&T has not installed or repaired the service. The CLEC then must dispatch its own technician to the customer premise, who finds that the service was not installed or repaired after all. CA language would hold AT&T to the same standard that AT&T's language holds CA to; each party would be required to compensate the other for wasting each other's resources. CA has added a rate parity requirement so that CA's rate cannot exceed AT&T's rate.

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

CA Position:

Yes, see above.

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

CA Position: Resolved.

Issue 50 In order for Communications Authority 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 Communications Authority first negotiate an amendment to the ICA to provide a price for that UNE or UNE combination?

CA Position: CA believes that it is entitled to order any element which AT&T is required to provide as a UNE, whether or not it is listed in this Agreement. CA language provides certainty so that the price and terms are agreed to before ordering, and provides adequate time to load the element into AT&T's systems.

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

CA Position: CA believes its language is reasonable to prevent AT&T from arbitrarily and incorrectly denying UNE orders placed by CA claiming that no facilities exist when in fact they do exist, to which CA would otherwise have no recourse.

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

CA Position: Resolved.

Issue 53 Should Communications Authority be allowed to comingle any UNE element with any non-UNE element it chooses?

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

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

CA Position: CA cannot possibly transition its customer base to new service arrangements in 30 days. Moreover, AT&T itself cannot provide the necessary services for such a transition in that time period. Upon notice from AT&T of a UNE sunset, CA must re-design and re-engineer the affected service(s) for all of its affected customers, and then must place orders for new service with AT&T or others to replace the sunset elements. Interconnection agreements typically have provided 180 days for such a transition, and CA continues to believe that this is reasonable. CA notes that the Triennial Review Remand Order ("TRRO") itself provided for a 180 day transition period so it seems well established that this is reasonable.

Issue 54b 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?

CA Position: The actual effect of AT&T's language, if approved, would be to prevent CA from using the most valuable UNEs it is entitled to such as dark fiber, because without adequate transition time it would likely be immediately bankrupt if AT&T ever invoked this sunset provision as proposed. CA notes that the TRRO itself provided for a 180 day transition period, so it seems well established that this is reasonable.

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

CA Position: AT&T should provide actual written notice to CA for such major changes affecting CA. Simply posting a notice to a website with no further notice is unreasonable and could harm CA's customers without adequate warning for CA to prevent any disruption of services. Recognizing the seriousness of such a determination to CLECs, other ILECs provide written notice and at least one actually has meetings to discuss the planned transition. In response to CA's discovery, AT&T responded that there is no circumstance where CA could provide notice to AT&T under this agreement by posting the notice to a website instead of following the notice provisions of the ICA. This clearly shows that AT&T's language is unreasonable and disparate.

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

CA Position: CA believes that in-service UNE facilities are a part of its network and are not subject to tampering by AT&T for the purpose of serving AT&T customers. In some cases, CLECs have paid AT&T for loop conditioning on UNE loops and have performed their own pre-service testing on those loops prior to placing a customer's service on them. If AT&T takes a CLEC's conditioned, tested loop

for its own customer and substitutes an inferior unconditioned, untested one, the CLEC's customers are made to suffer for the benefit of AT&T and its customers. This is unfair and does not represent parity; AT&T will not disadvantage its own customer in order to supply a UNE loop to a CLEC.

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

CA Position: It is well settled that CLECs are permitted to order and use UNEs as a part of a CLEC's network for any permissible purpose, subject to certifications and impairment restrictions contained elsewhere in this Agreement. CA does not believe that AT&T is entitled to specify exactly what CA may do or not do with UNEs to which CA is entitled.

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

CA Position: CA believes that multiplexing is a Routine Network Modification and as such it should be available in any technically feasible combination to a CLEC, even if not ordered as part of an EEL which includes transport service. An example of a non-EEL multiplexing arrangement would be a loop+multiplexing combination.

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

CA Position: CA has no way to know what AT&T considers to be a single building. Some buildings have multiple addresses, others have multiple structures which share a common street address. This fact is likely to give rise to disagreements about when CA has reached the 10 DS1 cap per-building. If AT&T believes that CA is not entitled to a UNE circuit on this basis, then AT&T should refuse to install the circuit as ordered and CA has dispute resolution remedies if it disagrees. If AT&T installs the circuit as ordered, it should also bill it as ordered. If AT&T later believes that CA is not entitled to the circuit, AT&T should follow the process in this agreement for conversion of the UNE circuit to a non-UNE service. AT&T should not be entitled to unilaterally install and bill for a service that was not ordered solely because it refuses to install the service that was ordered.

Issue 59b Must AT&T Florida provide notice to Communications Authority 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?

CA Position: See above.

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

CA Position: See above.

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

CA Position: CA would agree with AT&T's language here except for AT&T's reference to affiliates. CA does not dispute that it may not order resale service for its own use. However, other entities which may have some affiliation with CA should be entitled to purchase resale services from CA. While AT&T has provided a citation for its position, that citation omits the affiliates part of AT&T's proposed language with which CA disagrees.

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

CA Position: CA believes that its position is directly support by FCC regulations that it cited AT&T has cited no regulatory or legal decision in support of its position. Further CA notes that it would be unable to file billing disputes under the agreed billing disputes language if it did not receive detailed billing from AT&T as required by CA's proposed language.

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

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

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

CA Position: See above.

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

CA Position: Resolved.

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

CA Position: CA believes that the timing of or decision to order directory listings rests solely with the End User Subscriber, and not with CA or AT&T. AT&T's retail subscribers are not required to order directory listings when they order local service. AT&T also no longer publishes white pages directories at all, and it has offered no reason for this proposed requirement. Therefore, CA believes that AT&T's language is discriminatory and unreasonable.

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

CA Position: CA believes that its language is consistent with FCC regulations regarding CPNI and slamming. AT&T has cited no legal or regulatory decision to support its position, and has not stated what it intends to use CA's subscriber information for which would be prevented by CA's language.

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

CA Position: The Commission last reviewed AT&T's rates ten years ago, at which time the ILEC was Bellsouth which had substantially less market dominance and purchasing power as does AT&T today. To the extent any of CA's proposed rates are subject to an AT&T TELRIC cost study, the Commission should order a new proceeding to investigate those rates. For rates that AT&T has identified as "market-based," CA argues that these rates should not be included in the interconnection agreement at all.

E. Stipulated Issues

The parties have resolved the issues noted above. The parties have not entered into any other stipulations.

F. Pending Motions

AT&T Motion to Compel

G. Pending Confidentiality Claims or Requests

None

H. Objections to Witness Qualifications as an Expert

CA has no objections to any of AT&T witness' qualifications as experts in this proceeding.

I. Compliance with Order No. PSC-14-0700-PCO-TP

CA has complied with all requirements of the Order Establishing Procedure entered in this docket. CA is unaware of any requirements with which it cannot comply.

Respectfully submitted this 6th day of April, 2015,

Kristopher E. Twomey
Counsel to Communications Authority, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of COMMUNICATIONS AUTHORITY'S PREHEARING STATEMENT has been served by electronic mail this day April 6, 2015 to:

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