

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration
of open issues resulting from
interconnection negotiations
with Verizon Florida Inc. by
DIECA Communications, Inc. d/b/a
Covad Communications Company.

DOCKET NO. 020960-TP
MARCH 24, 2003

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-02-1589-PCO-TP, issued November 15, 2002, the Staff of the Florida Public Service Commission files its Prehearing Statement.

a. All Known Witnesses

Staff has no witnesses at this time.

b. All Known Exhibits

Staff has no exhibits at this time.

c. Staff's Statement of Basic Position

Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions stated herein.

d. Staff's Position on the Issues

ISSUE 1: If a change of law, subject to appeal, eliminates one or more of Verizon's obligations to provide unbundled network elements or other services required under the Act and the Agreement resulting from this proceeding, when should that change of law provision be triggered?

POSITION: Staff has no position at this time.

DOCUMENT NUMBER DATE

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ISSUE 2: What time limit should apply to the Parties' rights to assess previously unbilled charges for services rendered?

POSITION: Staff has no position at this time.

ISSUE 3: When a good faith billing dispute arises between the Parties, how should the claim be tracked and referenced?

POSITION: Staff has no position at this time.

ISSUE 4: When the Billing Party disputes a claim filed by the Billed Party, how much time should the Billing Party have to provide a position and explanation thereof to the Billed Party?

POSITION: Staff has no position at this time.

ISSUE 5: When Verizon calculates the late payment charges due on disputed bills (where it ultimately prevails on the dispute), should it be permitted to assess the late payment charges for the amount of time exceeding thirty days that it took to provide Covad a substantive response to the dispute?

POSITION: Staff has no position at this time.

ISSUE 6: Following written notification of either Party's failure to make a payment required by the Agreement or either Party's material breach of the Agreement, how much time should a Party be allowed to cure the breach before the other Party can (a) suspend the provision of services under the Agreement or (b) cancel the Agreement and terminate the provision of services thereunder?

POSITION: Staff has no position at this time.

ISSUE 7: For service-affecting disputes, should the Parties be required to employ arbitration under the rules of the American Arbitration Association, and if so, should the normal period of negotiations that must occur before invoking dispute resolution be shortened?

POSITION: Staff has no position at this time.

ISSUE 8: Should Verizon be permitted to terminate this Agreement as to any exchanges or territory that it sells to another party?

POSITION: Staff has no position at this time.

ISSUE 9: Should the anti-waiver provisions of the Agreement be altered in light of the resolution of Issue 2?

POSITION: Staff has no position at this time.

ISSUE 10: Should the Agreement include language addressing whether Covad can bring a future action against Verizon for violation of Section 251 of the Act?

POSITION: Staff has no position at this time.

ISSUE 11: Should the definition of universal digital loop carrier ("UDLC") state that loop unbundling is not possible with integrated digital loop carrier ("IDLC")?

POSITION: Staff has no position at this time.

ISSUE 12: What language should be included in the Agreement to describe Verizon's obligation to provide Covad with nondiscriminatory access to the same information about Verizon's loops that Verizon makes available to itself, its affiliates and third parties?

POSITION: Staff has no position at this time.

ISSUE 13: In what interval should Verizon be required to return Local Service Confirmations to Covad for pre-qualified Local Service Requests submitted mechanically and for Local Service Requests submitted manually?

POSITION: Staff has no position at this time.

ISSUE 14: Should auditing rights regarding access to, and use and disclosure of, OSS information be reciprocal? How frequently should such audits be conducted?

POSITION: Staff has no position at this time.

ISSUE 15: To the extent either party is granted audit rights under the Agreement, should a party be required to treat as confidential the information it obtains from the other party during the audit?

POSITION: Staff has no position at this time.

ISSUE 16: Under what circumstances should Verizon be able to suspend Covad's license to use Verizon OSS information based upon a purported breach of the Agreement?

POSITION: Staff has no position at this time.

ISSUE 17: RESOLVED

ISSUE 18: Should the Agreement limit the scope of any future negotiations between Covad and Verizon with respect to Verizon's access to Covad's OSS?

POSITION: Staff has no position at this time.

ISSUE 19: Do Verizon's obligations under Applicable Law to provide Covad with nondiscriminatory access to UNEs and UNE combinations require Verizon to build facilities in order to provision Covad's UNE and UNE combination orders?

POSITION: Staff has no position at this time.

ISSUE 20: RESOLVED

ISSUE 21: RESOLVED

ISSUE 22: What appointment window should apply to Verizon's installation of loops? What penalty, if any, should apply if Verizon misses the appointment window, and under what circumstances?

POSITION: Staff has no position at this time.

ISSUE 23: What technical references should be included in the Agreement for the definition of the ISDN and HDSL loops?

POSITION: Staff has no position at this time.

ISSUE 24: Subsumed within Issue 19.

ISSUE 25: Subsumed within Issue 19.

ISSUE 26: What language should be included in the Agreement with respect to Covad's ability to provide full-strength symmetric DSL services?

POSITION: Staff has no position at this time.

ISSUE 27: What are Covad's obligations under Applicable Law, if any, to notify Verizon of services it is deploying on UNE loops?

POSITION: Staff has no position at this time.

ISSUE 28: RESOLVED

ISSUE 29: Should Verizon maintain or repair loops it provides to Covad in accordance with minimum standards that conform to those of the telecommunications industry in general if those standards are more stringent than the standards Verizon applies in maintaining and repairing retail loops?

POSITION: Staff has no position at this time.

ISSUE 30: Should Verizon be obligated by this Agreement to provide cooperative testing of loops it provides to Covad, or should such testing be established on an industry-wide basis only? If Verizon is to be required by this Agreement to provide such testing, what terms and conditions should apply?

POSITION: Staff has no position at this time.

ISSUE 31: Should the Agreement specify procedures for enabling Covad to locate the loops Verizon provisions or should such procedures be established uniformly for all ALECs in Florida. If such procedures should be contained in this Agreement, what should those procedures be?

POSITION: Staff has no position at this time.

ISSUE 32: Should the Agreement establish terms, conditions and intervals to apply to a manual loop qualification process?

POSITION: Staff has no position at this time.

ISSUE 33: Should the Agreement allow Covad to contest the prequalification requirement for an order or set of orders?

POSITION: Staff has no position at this time.

ISSUE 34: Should the Agreement specify an interval for provisioning loops other than either the interval that Verizon provides to itself (for products with retail analogs) or the interval that this Commission establishes for all ALECs (for products with no retail analog)?

POSITION: Staff has no position at this time.

ISSUE 35: Under what terms and conditions should Verizon conduct line and station transfers ("LSTs") to provision Covad loops?

POSITION: Staff has no position at this time.

ISSUE 36: Is Verizon obligated to provide line sharing where an end-user customer receives voice services from a reseller?

POSITION: Staff has no position at this time.

ISSUE 37: What should the interval be for Covad's line sharing Local Service Requests?

POSITION: Staff has no position at this time.

ISSUE 38: What interval should apply to collocation augmentations where a new splitter is to be installed?

POSITION: Staff has no position at this time.

ISSUE 39: On what terms should Covad be permitted to access loops for testing purposes?

POSITION: Staff has no position at this time.

ISSUE 40: RESOLVED

ISSUE 41: Should Verizon provide Covad access to unterminated, unlit fiber as a UNE? Should the dark fiber UNE include unlit fiber optic cable that has not yet been terminated on a fiber patch panel at a pre-existing Verizon Accessible Terminal?

POSITION: Staff has no position at this time.

ISSUE 42: Under Applicable Law, is Covad permitted to access dark fiber in technically feasible configurations that do not fall within the definition of a Dark Fiber Loop, Dark Fiber Sub-Loop, or Dark Fiber IOF, as specified in the Agreement? Should the definition of Dark Fiber Loop include dark fiber that extends between a terminal located somewhere other than a central office and the customer premises?

POSITION: Staff has no position at this time.

ISSUE 43: Should Verizon make available dark fiber that would require a cross connection between two strands of dark fiber in the same Verizon central office or splicing in order to provide a continuous dark fiber strand on a requested route? Should Covad be permitted to access dark fiber through intermediate central offices?

POSITION: Staff has no position at this time.

ISSUE 44: Should Verizon be obligated to offer Dark Fiber Loops that terminate in buildings other than central offices?

POSITION: Staff has no position at this time.

ISSUE 45: Should Covad be permitted to request that Verizon indicate the availability of dark fiber between any two points in a LATA without any regard to the number of dark fiber arrangements that must be spliced or cross connected together for Covad's desired route?

POSITION: Staff has no position at this time.

ISSUE 46: To what extent must Verizon provide Covad detailed dark fiber inventory information?

POSITION: Staff has no position at this time.

ISSUE 47: What information must Verizon provide in response to a field survey request? How detailed should any provisions of the Agreement be that address Verizon's responses to field survey requests?

POSITION: Staff has no position at this time.

ISSUE 48: What restrictions, if any, should apply to Covad's leasing of the dark fiber in any given segment of Verizon's network?

POSITION: Staff has no position at this time.

ISSUE 49: Should Verizon be permitted to reclaim dark fiber upon 12 months advance notice to Covad, or 24 months advance notice?

POSITION: Staff has no position at this time.

ISSUE 50: Should Verizon provide Covad direct notification at least one business day before Verizon completes work on an end user's request to switch from Verizon Telecommunications Services that Covad resells to a retail Verizon Service?

POSITION: Staff has no position at this time.

ISSUE 51: If a UNE rate contained in the proposed Agreement is not found in a currently effective FCC or FPSC order or state or federal tariff, is Covad entitled to retroactive application of the effective FCC or FPSC rate either back to the date of this Agreement in the event that Covad discovers an inaccuracy in Appendix A to the Pricing Attachment (if such rates currently exist) or back to the date when such a rate becomes effective (if no such rate currently exists)? Will a subsequently filed tariff or tariff amendment, when effective, supersede the UNE rates in Appendix A to the Pricing Attachment?

POSITION: Staff has no position at this time.

ISSUE 52: Should Verizon be required to provide Covad individualized notice of tariff revisions and rate changes?

POSITION: Staff has no position at this time.

ISSUE 53: RESOLVED

ISSUE 54: RESOLVED

ISSUE 55: RESOLVED

e. Pending Motions

None at this time.


f. Pending Confidentiality Claims or Requests

None at this time.

g. Compliance with Order No. PSC-02-1589-PCO-TP

Staff has complied with all requirements of the Order Establishing Procedure entered in this docket.

Respectfully submitted this 24th day of March, 2003.



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Staff Counsel

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that one true and correct copy of Staff's
Prehearing Statement has been furnished by U.S. Mail, this 24th day
of March, 2003, to the following:

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