

Matilda Sanders

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Sent: Monday, November 08, 2004 3:48 PM
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Subject: Dkt: 040156-Petition for Arbitration of Amendment to ICA by Verizon Florida



040156-ATT
e List 110804

Docket 040156 :Petition for arbitration of amendment to interconnection agreements with certain competitive local exchange carriers and commercial mobile radio service providers in Florida by Verizon Florida Inc.

Attached please find for electronic filing AT&T's Proposed Issues List in the above referenced docket. The cover letter, pleading, and certificate of service are a total of 21 pages. The attached document should be considered the official version for purposes of the docket file.

As indicated in the cover letter, copies of AT&T's Issues List are being distributed to parties via electronic (in cases where e-mail addresses are available) and U.S. Mail. Thank you for your assistance in this matter.

<<040156-ATT Issue List 110804.pdf>>
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ORIGINAL



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November 8, 2004

VIA ELECTRONIC FILING

Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 040156-TP

Dear Ms. Bayó:

Enclosed for filing is AT&T Communication of the Southern States, LLC's Proposed Issues List in the above-referenced docket. Pursuant to the Commission's electronic filing rules, this filing should be considered the "official" version for purposes of the docket file.

Thank you for your assistance with this filing.

Sincerely yours,

s/ Tracy Hatch
Tracy W. Hatch

TWH/scd
Enclosure
cc: Parties of Record

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

DOCKET NO. 040156-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via U.S. Mail and electronic mail this the 8th day of November 2004, to the following parties of record:

/s/ Tracy W. Hatch

Tracy Hatch

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ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Re: Petition for Arbitration of Amendment)
to Interconnection Agreements With Certain) Docket No. 040156-TP
Competitive Local Exchange Carriers and)
Commercial Mobile Radio Service Providers) Filed: November 8, 2004
in Florida by Verizon Florida Inc.)

AT&T'S PROPOSED ISSUES LIST

Pursuant to Commission Order No. PSC-04-1016-PCO-TP, establishing scope of proceedings and initial schedule, AT&T hereby files its proposed issues list. AT&T previously provided its list of issues in its issues matrix attached as Exhibit 2 to its Answer to Verizon's Petition for Arbitration, filed October 4, 2004. For the parties convenience, a copy of Exhibit 2 containing AT&T's current list of issues is attached. The issues identified in the attached issues matrix contains AT&T's proposal for issues to be addressed in this proceeding.

Respectfully submitted this the 8th day of November 2004.

/s/ Tracy W. Hatch
Tracy Hatch
AT&T Communications of the Southern
States, LLC
101 North Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

Exhibit 2

ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
1	General Terms and Conditions, Section 6 and 7, AT&T new § 2.18, 3.9; 3.1.1.3; 3.4.1; 3.4.2; 3.5.1; 3.5.2.3; 3.5.3.2; 3.8.1.1	Does the TRO require any amendment to the change in law provisions in the parties' interconnection agreements?	Legal issue, only briefing required.	AT&T
2	General Terms and Conditions, Sections 6 and 7.	How should the Amendment address the results of state commission impairment proceedings, as well as any orders, rules, regulations, decisions, ordinances or statutes issued by the state commission, the FCC or any court of competent jurisdiction?	Legal issue, only briefing required.	AT&T
	TRO Attachment ¶ 6; TRO Attachment § 1.3 (and new 1.4 in CCC redline)	Should CLECs' reservation of rights mirror Verizon's reservation of rights?	Legal issue, only briefing required.	AT&T

¹ These section/paragraph numbers have not been updated to reference either party's proposed TRO-Amendment as modified for the Interim Rules. These will not be updated until those negotiations have concluded.

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4	<p>§§ 1.1, 1.2, 1.3, 2.1, 2.16, 3.1.1.3; 3.4.1; 3.4.2, 3.5.1, 3.5.2, 3.5.2.3, 3.5.3.2, 3.7.1, 3.8.1, 3.9</p> <p><i>See, e.g., 2.1</i></p>	<p>Are Verizon's legal obligations to provide access to UNEs based solely upon 47 U.S.C. § 251 and 47 CFR Part 51?</p> <p>Whether the provisions addressing change of law should be amended to delete Verizon's ability unilaterally to implement changes to the interconnection agreement?</p>	<p>Legal issue, only briefing required.</p> <p>Legal issue, only briefing required.</p>	<p>AT&T</p> <p>AT&T</p>
5	<p>Numerous sections of Verizon's Amendment state that Verizon is required to provide UNEs only to the extent required by 47 U.S.C. § 251(c)(3) and 47 CFR Part 51.</p>	<p>Should this proceeding address terms and conditions that do not arise from the <i>unbundled network element</i> regulations promulgated in the TRO pursuant to 47 U.S.C. §§ 251 and 252, including issues that may arise under state law, 47 U.S.C. § 271, or the <i>Bell Atlantic/GTE Merger Conditions</i>?</p>	<p>Legal issue, only briefing required.</p>	<p>AT&T</p>
6	<p>1.3</p>	<p>Should the establishment of rates, terms, and conditions for new UNEs, UNE combinations or commingling be subject to the change of law provisions of the ICA?</p>	<p>Legal issue, only briefing required</p>	<p>AT&T</p>

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7		Has the FCC specified that the TRO's changes in unbundling obligations must be implemented without waiting for any appeals of the TRO to become final and unappealable?	Legal issue, only briefing required.	AT&T
8	3.8.3, 3.2.1.1	How should the Amendment reference or address commercial agreements that may be negotiated for services or facilities to which Verizon is not required to provide access as UNEs under the Act?	Legal issue, only briefing required.	AT&T
9	§§ 2.1 – 2.23	Should the Commission approve Verizon's proposed definitions in the Amendment's TRO Glossary as amended by the CLECs?	Legal issue, only briefing required.	AT&T
10	§§ 2.1 – 2.23	Should the Amendment's TRO Glossary include any other terms?	Legal issue, only briefing required.	AT&T
11	§§ 2.16, 3.1.1, 3.1.3.2, 3.1.3.3, 3.1.3.4, 3.2, 3.2.1.2, 3.3.1, 3.4.1, 3.4.3, 3.5.1, 3.5.2, 3.5.3	Should changes to the parties' interconnection agreements to reflect TRO requirements be effective retroactive to October 2, 2003 or should they be effective as of the amendment effective date?	Legal issue, only briefing required.	AT&T

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12	3.1.4.3	Whether Verizon should construct copper loop or UDLC facilities if 3.1.4.1 or 3.1.4.2 options are available.	Legal issue, only briefing required.	AT&T
13	AT&T new 3.1.2.4, 3.1.2.6, 3.1.2.7, 3.1.2.8, 3.1.2.9; TRO Attachment § 3.1.2.2	Should the Amendment include language addressing Verizon's obligation, under the TRO, to notify CLECs of retirement of copper loop facilities?	AT&T believes this issue will require testimony.	AT&T
14	AT&T new 3.1.2.4, 3.1.2.6, 3.1.2.7, 3.1.2.8, 3.1.2.9; TRO Attachment § 3.1.2.2	Are there other existing legal obligations pertaining to Verizon's retirement of copper loop facilities that must be reflected in the Amendment (such as state commission guidelines, change management procedures)? What obligations does Verizon have in connection with changes to underlying loop architectures and other related network changes?	AT&T believes this issue will require testimony.	AT&T
15	TRO Attachment § 3.1; AT&T new § 3.1.5	Does this Commission have the authority to determine whether, under section 251(d)(2) of the Act, CLECs are impaired without access to unbundled dark fiber loops?	Legal issue, only briefing required.	AT&T

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16	2.6, 3.1.1.1	How should the Amendment address unbundled access to DS1 loops?	Legal issue, only briefing required.	AT&T
17	2.7, 3.1.1.2, 3.1.1.2.1, 3.1.1.3	How should the Amendment address unbundled access to DS3 loops, including the FCC's location-specific cap on access to DS3-level facilities?	Legal issue, only briefing required.	AT&T
	2.10, 3.1.2.1	How should the Amendment reflect the FCC's rulings on whether or not unbundled access to newly built FTTH loops is required?	Legal issue, only briefing required.	AT&T
19	2.10, 3.1.2.2; AT&T new §§ 3.1.2.3, 3.1.2.5	How should the Amendment reflect the TRO's rulings on unbundled access to overbuilt FTTH loops?	Legal issue, only briefing required.	AT&T
	2.12, 3.1.3.2	How should the Amendment reflect Verizon's obligations to provide broadband services?	Legal issue, only briefing required.	AT&T
	3.1.3.3	How should the Amendment reflect the TRO's limitations on unbundled access to hybrid loops for purposes of providing narrowband services?		AT&T

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21	3.1.4, 3.1.4.1, 3.1.4.2 AT&T new § 3.1.4	How should the Amendment reflect Verizon's obligation, under the TRO, to satisfy CLEC requests to provide narrowband services through unbundled access to hybrid loops served via Integrated Digital Loop Carrier ("IDLC")? Should Verizon be able to recover its multiple charges, e.g., engineering query, construction, cancellation charges, etc., from a CLEC where the CLEC has requested that Verizon build a new copper loop?	Legal issue, only briefing required	AT&T
22	3.1.4.3	Should Verizon be subject to standard measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere, in connection with its provision of unbundled loops in response to CLEC requests for IDLC-served hybrid loops?	Legal issue, only briefing	AT&T
23	2.17, 3.1.3.1	How should the Amendment address packet switching?	Legal issue, only briefing required.	AT&T
24	AT&T new 3.1.6	How should the Amendment address Network Interface Devices ("NIDs")?	Legal issue, only briefing required.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

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25	3.2	How should the Amendment reflect the <i>TRO's</i> line sharing rulings and any transitional arrangements?	Legal issue, only briefing required	AT&T
26	3.2.1.1	Should line sharing requirements be moved to a separate agreement or remain in the ICA?	Legal issue, only briefing required.	AT&T
27	AT&T new § 3.2(A)	Should the TRO Amendment include language addressing the TRO's clarification of line-splitting requirements?	Legal issue, only briefing required.	AT&T
28	AT&T new § 3.2(B)	Should the TRO Amendment include language addressing the TRO's clarification of line conditioning requirements?	Legal issue, only briefing required.	AT&T
29	AT&T new § 3.2(C)	Should Verizon provide an access point for CLECs to engage in testing, maintaining and repairing copper loops and copper subloops?	Legal issue, only briefing required.	AT&T
30	3.3; AT&T new § 3.3	How should the Amendment implement Verizon's obligation, under the TRO, to provide unbundled access to subloops?	CLECs believe this issue will require presentation of testimony.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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31	3.3.1-3.3.12	How should the Amendment address Verizon's obligations, under the TRO, to provide a single point of interconnection at a multi-unit premises suitable for use by multiple carriers? (This is but one example of multiple issues related to subloops encompassed in Issue 33, such as the scope of the TRO's requirements regarding: connecting to and provisioning of subloops; the need for Loop concentration /multiplexing functionality; loop distribution subloop component issues; Inside Wire Subloop for multi-tenant environments; demarcation points.)	AT&T believes this issue will require presentation of testimony.	AT&T
32	2.8, 2.14, 2.15, 3.4, 3.4.1, 3.4.3	How should the Amendment address unbundling of local circuit switching, including mass market and enterprise switching and tandem switching? Should the Amendment be revised to include vertical features, such as customized routing?	Legal issue, only briefing required	AT&T AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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33	2.3, 2.4, 2.5, 3.5.1, 3.5.2	How should the Amendment address unbundled access to dedicated transport, including the TRO's route-specific cap on access to DS3-level transport facilities?	Legal issue, only briefing required.	AT&T
34	3.5.2.1, 3.5.3	Should the Amendment address the possibility of reverse collocation?	Legal issue, only briefing required.	AT&T
35	SB CCC new § 3.5.4, 3.5.2.1	Whether the facilities provided by Verizon to interconnect in order to exchange traffic with a CLEC, such as interconnection trunks between a Verizon wire center and a CLEC wire center, are interconnection facilities under section 251(c)(2) that must be provided at TELRIC?	Legal issue, only briefing required.	AT&T
36	3.6.1, 3.6.2	How should the Amendment reflect the TRO's requirements relating to Verizon's obligation to allow commingling of UNEs or combinations of UNEs with wholesale services?	Legal issue, only briefing required.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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37	3.6.1, 3.6.2, 3.6.2.1, 3.6.2.3, 3.6.2.5	<p>How should the Amendment reflect Verizon's obligations with respect to conversion of wholesale services (<i>e.g.</i>, special access facilities) to UNEs or UNE combinations (<i>e.g.</i>, EELs)?</p> <p>May Verizon impose non-recurring charges (including, but not limited to, termination charges, disconnect and reconnect fees) on a circuit-by-circuit basis when wholesale services (<i>e.g.</i>, special access facilities) are being converted to UNEs or UNE combinations (<i>E.g.</i>, EELs)?</p>	AT&T believes this issue will require testimony.	AT&T
38	3.6.1, 3.6.2.6	Should Verizon's provision of commingled arrangements or conversions of access circuits to UNEs be subject to standard provisioning intervals or to performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere?	AT&T believes this issue raises mixed questions of law and fact; testimony may be required.	AT&T

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AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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39	3.6.2.2 3.10.3.3 (CCG)	Are CLECs required to provide unessential, specific information to request a new EEL or EEL conversion, such as specific local numbers assigned to a DS1 or DS3 circuit, the date each circuit was established in the 911/E911 database, or the collocation termination connecting facility assignment for each circuit?	AT&T believes this issue raises mixed questions of law and fact; testimony may be required.	AT&T
40	3.6.2.7	How should the Amendment implement Verizon's right, under the TRO, to obtain audits of CLEC compliance with the FCC's service eligibility criteria for EELs?	Legal issue, only briefing required.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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ISSUE	DRAFT TRO SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
44	AT&T new § 3.7.1	May Verizon impose additional charges for Routine Network Modifications?	Requires Testimony	AT&T
45	AT&T new § 3.7.2	Should Verizon's provisioning of Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required be subject to standard provisioning intervals, and to performance measures and remedies contained in the ICA, PAP or otherwise determined by the Board?	Raises mixed issues of fact and law and may require testimony	AT&T
46	3.8.1, AT&T new §§ 3.8.2, 3.8.3, 3.8.4, 3.9	What transitional provisions should apply in the event that Verizon no longer has a legal obligation to provide a UNE? Should this transition section be referenced specifically in sections such as 3.1.1, 3.1.3.1, 3.1.3.4, 3.5.2, and 3.5.3?	AT&T believes this issue will require testimony.	AT&T
47	3.8.3 AT&T new Exhibit A	Should Verizon be required to negotiate terms for service substitutions for services or facilities replacing nonconforming facilities in accordance with the terms proposed by AT&T in its Exhibit A, and should exhibit A be included in the parties' interconnection agreements?	AT&T believes this issue raises mixed questions of law and fact; testimony may be required.	AT&T

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ISSUE	AMENDMENT SECTION ¹		TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
48	AT&T new § 3.10 AT&T new Exhibit B	Should the TRO Amendment contain performance metrics and remedies provisions related to batch hot cut, large job hot cut and individual hot cut processes?	AT&T believes this issue will require testimony.	AT&T Verizon states that terms regarding a batch hot cut process should not be included in this arbitration.
49	VZ new 2.1		Legal issue, only briefing required.	AT&T
50	VZ new 2.1 & 2.3		Legal issue, only briefing required.	AT&T
51	VZ new 2.3		Legal issue, only briefing required.	AT&T
52	VZ new 2.3	Notwithstanding the terms of the interconnection agreement, or any Verizon tariff or SGAT, must Verizon make routine network modifications without additional charge to AT&T?	AT&T believes that this issue will require testimony.	AT&T

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53	VZ new 2.3	Whether the FCC Interim Rules apply and govern the parties' relationship when issued or whether the parties are not bound by the FCC order issuing the rules until such time as the parties negotiate an amendment to the ICA to implement them or Verizon issues a tariff reflecting them.	Legal issue, only briefing required.	AT&T
54	VZ new 3.1	Should the Amendment recount whether or not all "required notices of discontinuance" of facilities have been sent by Verizon, and whether or not any required notice periods have expired?	Legal issue, only briefing required.	AT&T
55	VZ new 3.1	Should the Amendment modify any change in law terms of the interconnection agreement by allowing Verizon to "cease providing" facilities to AT&T "at any time and without further notice"?	Legal issue, only briefing required.	AT&T

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56	VZ new 3.2.1	Should there be an orderly transition period associated with Verizon's efforts to cease providing unbundled Enterprise Switching instead of a flash cut date established by Verizon as the date it will cease providing such service to new customers and only provide such service to existing customers at substantially increased rates?	Legal issue, only briefing required; provided, however, AT&T believes that the matter of any additional charges/surcharges for Enterprise Switching will require testimony.	AT&T
57	VZ new 3.3	Should the Amendment include language requiring Verizon to meet new orders for unbundled Network Elements, Combinations and Commingling that Verizon would categorize as "discontinued" when described in the context of services being provided to existing customers, in accordance with standard ordering procedures and pursuant to the rates, terms and conditions of the interconnection agreement?	Legal issue, only briefing required.	AT&T
58	VZ new 3.3	Should Verizon be prohibited from unilaterally tacking surcharges onto facilities that Verizon claims are discontinued?	AT&T believes that this issue will require testimony.	AT&T

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ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
59	VZ new 3.3	Should Verizon be prohibited from backbilling for surcharges and rate increases that it may seek to unilaterally impose but cannot implement in its billing systems on the date(s) that it claims such surcharges and rate increases take effect?	Legal issue, only briefing required.	AT&T