

BEFORE THE PUBLIC SERVICE COMMISSION

In re: 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.

DOCKET NO. 040156-TP

MARCH 30, 2005

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-04-1236-PCO-TP, issued December 13, 2004, modified by Order No. PSC-05-0221-PCO-TP, issued February 24, 2005, the Staff of the Florida Public Service Commission files its Prehearing Statement.

a. All Known Witnesses

None.

b. All Known Exhibits

None.

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

1. **SHOULD THE AMENDMENT INCLUDE RATES, TERMS, AND CONDITIONS THAT DO NOT ARISE FROM FEDERAL UNBUNDLING REGULATIONS PURSUANT TO 47 U.S.C. SECTIONS 251 AND 252, INCLUDING ISSUES ASSERTED TO ARISE UNDER STATE LAW OR THE BELL ATLANTIC/GTE MERGER CONDITIONS?**

Position: Staff has no position at this time.

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2. **WHAT RATES, TERMS, AND CONDITIONS REGARDING IMPLEMENTING CHANGES IN UNBUNDLING OBLIGATIONS OR CHANGES OF LAW SHOULD BE INCLUDED IN THE AMENDMENT TO THE PARTIES' INTERCONNECTION AGREEMENTS?**

Position: Staff has no position at this time.

3. **WHAT OBLIGATIONS UNDER FEDERAL LAW, IF ANY, WITH RESPECT TO UNBUNDLED ACCESS TO LOCAL CIRCUIT SWITCHING, INCLUDING MASS MARKET AND ENTERPRISE SWITCHING (INCLUDING FOUR-LINE CARVE-OUT SWITCHING), AND TANDEM SWITCHING, SHOULD BE INCLUDED IN THE AMENDMENT TO THE PARTIES' INTERCONNECTION AGREEMENTS?**

Position: Staff has no position at this time.

4. **WHAT OBLIGATIONS UNDER FEDERAL LAW, IF ANY, WITH RESPECT TO UNBUNDLED ACCESS TO DS1 LOOPS, UNBUNDLED DS3 LOOPS, AND UNBUNDLED DARK FIBER LOOPS SHOULD BE INCLUDED IN THE AMENDMENT TO THE PARTIES' INTERCONNECTION AGREEMENTS?**

Position: Staff has no position at this time.

5. **WHAT OBLIGATIONS UNDER FEDERAL LAW, IF ANY, WITH RESPECT TO UNBUNDLED ACCESS TO DEDICATED TRANSPORT, INCLUDING DARK FIBER TRANSPORT, SHOULD BE INCLUDED IN THE AMENDMENT TO THE PARTIES' INTERCONNECTION AGREEMENTS?**

Position: Staff has no position at this time.

6. **UNDER WHAT CONDITIONS, IF ANY, IS VERIZON PERMITTED TO RE-PRICE EXISTING ARRANGEMENTS WHICH ARE NO LONGER SUBJECT TO UNBUNDLING UNDER FEDERAL LAW?**

Position: Staff has no position at this time.

7. **SHOULD VERIZON BE PERMITTED TO PROVIDE NOTICE OF DISCONTINUANCE IN ADVANCE OF THE EFFECTIVE DATE OF REMOVAL OF UNBUNDLING REQUIREMENTS?**

Position: Staff has no position at this time.

8. **SHOULD VERIZON BE PERMITTED TO ASSESS NON-RECURRING CHARGES FOR THE DISCONNECTION OF A UNE ARRANGEMENT OR THE RECONNECTION OF SERVICE UNDER AN ALTERNATIVE ARRANGEMENT? IF SO, WHAT CHARGES APPLY?**

Position: Staff has no position at this time.

9. **WHAT TERMS SHOULD BE INCLUDED IN THE AMENDMENTS' DEFINITIONS SECTION AND HOW SHOULD THOSE TERMS BE DEFINED?**

Position: Staff has no position at this time.

10. **SHOULD VERIZON BE REQUIRED TO FOLLOW THE CHANGE OF LAW AND/OR DISPUTE RESOLUTION PROVISIONS IN EXISTING INTERCONNECTION AGREEMENTS IF IT SEEKS TO DISCONTINUE THE PROVISIONING OF UNES?**

Position: Staff has no position at this time.

11. **HOW SHOULD ANY RATE INCREASES AND NEW CHARGES ESTABLISHED BY THE FCC IN ITS FINAL UNBUNDLING RULES OR ELSEWHERE BE IMPLEMENTED?**

Position: Staff has no position at this time.

12. **SHOULD THE INTERCONNECTION AGREEMENTS BE AMENDED TO ADDRESS CHANGES ARISING FROM THE TRO WITH RESPECT TO COMMINGLING OF UNES WITH WHOLESALE SERVICES, EELS, AND OTHER COMBINATIONS? IF SO, HOW?**

Position: Staff has no position at this time.

13. **SHOULD THE INTERCONNECTION AGREEMENTS BE AMENDED TO ADDRESS CHANGES ARISING FROM THE TRO WITH RESPECT TO CONVERSION OF WHOLESALE SERVICES TO UNES/UNE COMBINATIONS? IF SO, HOW?**

Position: Staff has no position at this time.

14. **SHOULD THE ICAS BE AMENDED TO ADDRESS CHANGES, IF ANY, ARISING FROM THE TRO WITH RESPECT TO:**

- a) **Line splitting;**
- b) **Newly built FTTP loops;**
- c) **Overbuilt FTTP loops;**
- d) **Access to hybrid loops for the provision of broadband services;**
- e) **Access to hybrid loops for the provision of narrowband services;**
- f) **Retirement of copper loops;**
- g) **Line conditioning;**
- h) **Packet switching;**
- i) **Network Interface Devices (NIDs);**
- j) **Line sharing?**

If so how?

Position: Staff has no position at this time.

15. **WHAT SHOULD BE THE EFFECTIVE DATE OF THE AMENDMENT TO THE PARTIES' AGREEMENTS?**

Position: Staff has no position at this time.

16. **HOW SHOULD CLEC REQUESTS TO PROVIDE NARROWBAND SERVICES THROUGH UNBUNDLED ACCESS TO A LOOP WHERE THE END USER IS SERVED VIA INTEGRATED DIGITAL LOOP CARRIER (IDLC) BE IMPLEMENTED?**

Position: Staff has no position at this time.

17. SHOULD VERIZON BE SUBJECT TO STANDARD PROVISIONING INTERVALS OR PERFORMANCE MEASUREMENTS AND POTENTIAL REMEDY PAYMENTS, IF ANY, IN THE UNDERLYING AGREEMENT OR ELSEWHERE, IN CONNECTION WITH ITS PROVISION OF

- a) **unbundled loops in response to CLEC requests for access to IDLC-served hybrid loops;**
- b) **Commingled arrangements;**
- c) **Conversion of access circuits to UNEs;**
- d) **Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required;**
- e) **Batch hot cut, large job hot cut, and individual hot cut processes. [Verizon continues to oppose including any hot cut issues in this proceeding.]**

Position: Staff has no position at this time.

18. HOW SHOULD SUB-LOOP ACCESS BE PROVIDED UNDER THE TRO?

Position: Staff has no position at this time.

19. WHERE VERIZON COLLOCATES LOCAL CIRCUIT SWITCHING EQUIPMENT (AS DEFINED BY THE FCC'S RULES) IN A CLEC FACILITY/PREMISES, SHOULD THE TRANSMISSION PATH BETWEEN THAT EQUIPMENT AND THE VERIZON SERVING WIRE CENTER BE TREATED AS UNBUNDLED TRANSPORT? IF SO, WHAT REVISIONS TO THE AMENDMENT ARE NEEDED?

Position: Staff has no position at this time.

20. ARE INTERCONNECTION TRUNKS BETWEEN A VERIZON WIRE CENTER AND A CLEC WIRE CENTER, INTERCONNECTION FACILITIES UNDER SECTION 251(C)(2) THAT MUST BE PROVIDED AT TELRIC?

Position: Staff has no position at this time.

21. WHAT OBLIGATIONS UNDER FEDERAL LAW, IF ANY, WITH RESPECT TO EELS SHOULD BE INCLUDED IN THE AMENDMENT TO THE PARTIES' INTERCONNECTION AGREEMENTS?

- a) What information should a CLEC be required to provide to Verizon as certification to satisfy the service eligibility criteria (47 C.F.R. Sec. 51.318) of the TRO in order to (1) convert existing circuits/services to EELs or (2) order new EELs?
- b) Conversion of existing circuits/services to EELs:
- (1) Should Verizon be prohibited from physically disconnecting, separating or physically altering the existing facilities when a CLEC requests a conversion of existing circuits/services to an EEL unless the CLEC requests such facilities alteration?
 - (2) In the absence of a CLEC request for conversion of existing access circuits/services to UNE loops and transport combinations, what types of charges, if any, can Verizon impose?
 - (3) Should EELs ordered by a CLEC prior to October 2, 2003, be required to meet the TRO's service eligibility criteria?
 - (4) For conversion requests submitted by a CLEC prior to the effective date of the amendment, should CLECs be entitled to EELs/UNE pricing effective as of the date the CLEC submitted the request (but not earlier than October 2, 2003)?
- c) What are Verizon's rights to obtain audits of CLEC compliance with the service eligibility criteria in 47 C.F.R. 51.318?

Position: Staff has no position at this time.

22. HOW SHOULD THE AMENDMENT REFLECT AN OBLIGATION THAT VERIZON PERFORM ROUTINE NETWORK MODIFICATIONS NECESSARY TO PERMIT ACCESS TO LOOPS, DEDICATED TRANSPORT, OR DARK FIBER TRANSPORT FACILITIES WHERE VERIZON IS REQUIRED TO PROVIDE UNBUNDLED ACCESS TO THOSE FACILITIES UNDER 47 U.S.C. § 251(C)(3) AND 47 C.F.R. PART 51?

Position: Staff has no position at this time.

23. SHOULD THE PARTIES RETAIN THEIR PRE-AMENDMENT RIGHTS ARISING UNDER THE AGREEMENT, TARIFFS, AND SGATS?

Position: Staff has no position at this time.

24. SHOULD THE AMENDMENT SET FORTH A PROCESS TO ADDRESS THE POTENTIAL EFFECT ON THE CLECS' CUSTOMERS' SERVICES WHEN A UNE IS DISCONTINUED?

Position: Staff has no position at this time.

25. HOW SHOULD THE AMENDMENT IMPLEMENT THE FCC'S SERVICE ELIGIBILITY CRITERIA FOR COMBINATIONS AND COMMINGLED FACILITIES AND SERVICES THAT MAY BE REQUIRED UNDER 47 U.S.C. § 251(C)(3) AND 47 C.F.R. PART 51?

Position: Staff has no position at this time.

26. SHOULD THE COMMISSION ADOPT THE NEW RATES SPECIFIED IN VERIZON'S PRICING ATTACHMENT ON AN INTERIM BASIS?

Position: Staff has no position at this time.

e. Pending Motions

Staff has no pending motions.


f. Pending Confidentiality Claims or Requests

Staff has no pending confidentiality claims or requests.

g. Compliance with Order Nos. PSC-04-1236-PCO-TP and PSC-05-0221-PCO-TP

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

Respectfully submitted this 30th day of March, 2005.



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the a true copy of Staff's Prehearing Statement has been furnished to the following by U. S. mail this 30th day of March, 2005:

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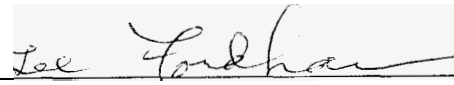
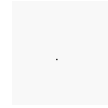
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A handwritten signature in black ink, reading "Lee Fordham", written over a light gray rectangular background.

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