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April 6, 2015

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

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

Dear Ms. Stauffer:

Enclosed is BellSouth Telecommunications, LLC d/b/a AT&T Florida's Prehearing Statement, which we ask that you file in the captioned docket.

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

Sincerely,

s/Tracy W. Hatch

Tracy W. Hatch

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

1128322

CERTIFICATE OF SERVICE
Docket No. 140156-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail this 6th day of April, 2015 to the following:

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s/Tracy W. Hatch
Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Communications Authority, Inc. for arbitration of Section 252(b) interconnection agreement with BellSouth Telecommunications, LLC d/b/a AT&T Florida.	DOCKET NO. 140156-TP DATED: APRIL 6, 2015

AT&T FLORIDA'S PREHEARING STATEMENT

BellSouth Telecommunications, LLC D/B/A AT&T Florida, by and through its undersigned attorneys, respectfully submits its Prehearing Statement pursuant to Section VI.A of the Order Establishing Procedure, Order No. PSC-14-0700-PCO-TP.

1. AT&T Florida's Witnesses

a. Susan Kemp (Direct and Rebuttal, Issues 1-10, 44, 48, 50-51, 53-59, 62, 64-66). Ms. Kemp testifies about a variety of issues, including issues relating to collocation, unbundled network elements and pricing.

b. Scott McPhee (Direct and Rebuttal Issues 33a, 33b, 34, and 41). Mr. McPhee testifies about issues relating to taxes, 911 service and network interconnection.

c. Mark Neinast (Direct and Rebuttal Issues 38, 40 and 46(i)). Mr. Neinast testifies about issues relating to network technical and policy matters.

d. Patricia H. Pellerin (Direct and Rebuttal Issues 11, 13a, 13b, 13c, 13d, 14a, 14b, 15-20, 22a, 22b, 23-25, 27, 29-30, 32, 35-37, 43, 45, 60-61 and 66). Ms. Pellerin testifies about

a variety of issues, including general terms and conditions, network interconnection, number portability, resale and pricing.[1]

AT&T Florida's Exhibits

Susan Kemp (Direct)	SK-1	Vendor Approval Process for AT&T 21-State LEC Approved Central Office Installation Vendors
Scott McPhee (Rebuttal)	SM-1	CA Response to AT&T Florida Interrogatory No. 84
	SM-2	CA Response to AT&T Florida RFA No. 69
	SM-3	CA Response to AT&T Florida Interrogatory No. 97
Patricia H. Pellerin (Direct)	PHP-1	Interconnection Agreement
	PHP-2	Performance Metrics – Mean Time to Deliver Invoices
	PHP-3	CA Response to A&T Florida Interrogatory No. 13
	PHP-4	Performance Metrics – Percent Missed Installation Appointments
	PHP-5	Performance Metrics – Order Completion Interval
	PHP-6	CA Response to Staff Interrogatory No. 7
	PHP-7	CA Response to Staff Interrogatory No. 8
	PHP-8	CA Response to Staff Interrogatory No. 9
(Rebuttal)	PHP-9	CA Response to AT&T Florida Request for Admission No. 58
	PHP-10	Email Friedman to Twomey, January 14, 2015
	PHP-11	Email Twomey to Friedman, January 22, 2015
	PHP-12	Email Friedman to Twomey, January 23, 2015
	PHP-13	Email Friedman to Twomey, January 27, 2015

[1] The prefiled testimony of Ms. Kemp, Ms. Pellerin and Mr. McPhee covers additional issues, not listed here, that have since been resolved. Also, AT&T Florida filed testimony of Mark Chamberlin, but the issues he addressed have been resolved.

PHP-14 Email Twomey to Friedman, January 27, 2015

PHP-15 Email Friedman to Twomey, February 6, 2015

PHP-16 Email Friedman to Twomey, February 11, 2015

PHP-17 CA Response to AT&T Florida Interrogatory No. 64

PHP-18 Email Friedman to Twomey, January 29, 2015

PHP-19 CA Response to AT&T Florida Interrogatory No. 110

2. AT&T Florida's Basic Position

The instant arbitration proceeding is governed by the Telecom Act of 1996 ("Telecom Act" or "Act"), the associated rules of the Federal Communications Commission ("FCC") and its implementing orders. While the scope of the issues in this arbitration may be the broadest ever brought to the Commission in a single arbitration, the ultimate goal of this proceeding is always, to achieve specific contract language that will be incorporated into the interconnections agreement ("ICA") that will govern the parties' behaviors. To that end the Commission's decisions must be guided by the Telecom Act and the FCC's rules and orders. For each issue identified and defined below, AT&T Florida's positions and the associated contract language, are consistently faithful to the controlling federal law and Commission approved policies and practice. Communications Authority's positions in this proceeding are essentially a 'wish list' of what it would like the law to be, not what it is. The Commission should not be distracted and should keep its focus on the Telecom Act and the FCC's rules and orders just as AT&T Florida has done.

3. Statement of Questions of Fact, Law and Policy

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

AT&T Florida Position: No. Section 251(c)(3) of the Telecommunications Act of 1996 ("1996 Act" or "Act") provides that access to UNEs is for the provision of a telecommunications service. The law is clear that information services are not telecommunications services, and that AT&T Florida has no obligation to provide a UNE to CA solely for the provision of information services. However, If CA obtains a UNE from AT&T Florida for the provision of a telecommunications service, CA may also use that UNE for the provision of information services. CA's proposed language is contrary to law, because it would require AT&T Florida to provide UNEs for the provision of information services alone.

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

AT&T Florida Position: No, CA is not "entitled" to become a Tier 1 AIS. CA may apply to become an AIS in the same manner as anyone else and, like everyone else, must meet certain criteria and provide specific information in its application. This process, and the associated timeline, are identical for any applicant seeking to become an AIS. Upon approval, an AIS may perform work functions according to the level of its certification.

To the extent that CA wants to perform work within its own collocation space, it can apply to be a Tier 2 AIS, which requires only attendance at a one-day safety training course.

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

AT&T Florida Position: The parties have agreed in Collocation section 7.1 that CA will pay an initial Planning/Application Fee when it submits a complete collocation application. AT&T Florida will not charge an additional or separate fee pursuant to section 3.17.3.1 when CA supplements it original All Equipment List with new equipment. AT&T Florida's proposed language succinctly and accurately reflects that. CA's language, on the other hand, is vague and could be misinterpreted to override the parties' agreement regarding imposition of the application fee.

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?

AT&T Florida Position: Yes. AT&T Florida should not be required to wait until the conclusion of a CA-initiated dispute resolution proceeding to reclaim its collocation space when CA materially defaults on its obligations. AT&T Florida's repossession of its space will not occur until 60 days after CA's receipt of written notice from AT&T Florida and only after CA has had the opportunity to cure its default. If CA fails to cure its material default, AT&T Florida should not be required to bear the safety, operational and economic risks of continuing to provide collocation services to CA while CA continues to be in default, regardless of whether CA is pursuing dispute resolution, litigation or subsequent appeals. CA's rights are amply protected without its proposed language, as it still has all of its legal remedies, including seeking a temporary restraining order ("TRO") or preliminary injunction, if CA believes that AT&T Florida has wrongly claimed that CA is in default of its material

obligations.

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?

AT&T Florida Position: Yes. AT&T Florida should be permitted to refuse applications or additions to service or to complete pending orders after it has sent a notice of material default to CA but prior to conclusion of dispute resolution, including litigation and any subsequent appeals. AT&T Florida should not be required to bear the risk of providing collocation services to CA for an extended period of time simply because CA disputes the material default. The risk to AT&T Florida is not merely economic, but could also relate to safety or operational matters that are the subject of a default. As with Issue 4a, CA still has all of its legal remedies, including seeking a TRO or preliminary injunction, if CA believes that AT&T Florida has wrongly claimed that CA is in default of its material obligations.

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?

AT&T Florida Position: Yes. CA has already agreed to provide a certificate of insurance prior to starting work and has agreed that its failure to do so would be a breach of the agreement. The disagreement here is how long a grace period CA will have when it has failed to provide the required insurance. Given that AT&T Florida is incurring substantial risk by allowing CA to collocate in AT&T Florida's space while uninsured, it would be reasonable to not provide for any grace period. However, AT&T Florida is willing to do so. Five (5) business days is an adequate and appropriate grace period for CA to cure an insurance deficiency. CA is in control of the timing of its own work and is able – and required by the agreement – to make arrangements for insurance well in advance of starting any work. If it has failed to do so, the burden is on CA to expeditiously remedy the situation.

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?

AT&T Florida Position: Yes. AT&T Florida should be allowed to recover its costs when it erects an interior security partition, regardless of whether CA

has committed any wrongdoing or violated the agreement. AT&T Florida must be able to protect its equipment and the equipment of other Collocators and to ensure network reliability, and it is entitled to recover those costs from the cost-causer, which is CA, irrespective of wrongdoing or breach of the agreement. This provision is narrowly tailored to limit AT&T Florida's recovery of its costs to erect an internal partition to those situations where the cost to do so is less than the cost of other reasonable security measures.

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?

AT&T Florida Position: When CA submits a modified collocation application after AT&T Florida has responded to the initial application, AT&T Florida needs to review the modified application, which causes costs that AT&T Florida is entitled to recover. CA generally agrees. CA proposes two unreasonable exceptions, however. First, CA proposes that it not have to pay when AT&T Florida requests the modification. But AT&T Florida will request a modification to an application only when its review shows that a change needs to be made, and if CA believes otherwise in a particular instance, it can pursue the matter through the dispute resolution provision in the ICA. Second, even when the modification does not result in a change to the number, type or size of cables, floor space, or cost, the modified application still must be reviewed, and CA should not be exempt from paying a fee for that review.

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?

AT&T Florida Position: Yes. When CA seeks to augment its collocation space, an Augment Application and related fees should be required. An Augment Application is the appropriate means to inform AT&T Florida of any changes to CA's collocation space, equipment or cables. AT&T Florida incurs costs to review an Augment Application, which AT&T Florida is entitled to recover.

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?

AT&T Florida Position: Yes. 120 calendar days, with a possible 30 calendar

day extension, is adequate time for CA to place cable in a manhole. CA has control over when it submits a request for an entrance fiber, and with proper planning, CA should be able to place the cable in the manhole within 120-150 calendar days. Other carriers with which AT&T Florida has ICAs have consistently been able to meet that deadline. Moreover, if extraordinary conditions hinder placement of CA's cable, CA may invoke the force majeure provisions in the ICA.

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?

AT&T Florida Position: Yes. CA should comply with AT&T Florida's standard requirements for CLEC-to-CLEC connection, regardless of where the CLECs are located. All work must be performed by a Tier 1 AIS so that AT&T Florida can properly maintain and organize the facilities in its central offices, including its own and those of other Collocators. To allow every CLEC to run facilities without benefit of a systematic and safe system utilizing appropriate support structures would jeopardize AT&T Florida's ability to ensure the safety and integrity of its network and the facilities of Collocators.

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

AT&T Florida Position: Yes. All CLEC-to-CLEC connections must utilize AT&T Florida's common cable support structure without regard to the distance between CA and third party collocation arrangements. AT&T Florida must ensure the safety and integrity of its network and the facilities of each Collocator, and has set specific common standards that apply equally to all Collocators. Utilization of the common cable support is one of these requirements.

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?

AT&T Florida Position: No. This dispute concerns whether CA's equipment may remain in place if CA disputes AT&T Florida's determination that the equipment is improperly collocated, either because it does not comply with minimum safety standards or because it was not previously identified on an approved application for collocation or included on the approved equipment list ("AEL"). If collocated equipment does not meet minimum safety standards or is not on the AEL, the equipment should be removed as soon as

possible in order to protect the safety and integrity of AT&T Florida's network and the facilities of other Collocators. The parties have already agreed that CA may leave its equipment in place pending dispute resolution if the dispute pertains to whether equipment is necessary for interconnection or access to UNEs – because in that scenario, unlike the one about which the parties disagree, CA is not endangering anyone else's personnel or property.

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?

AT&T Florida Position: The bill due date should be 30 calendar days from the date of the bill. This is a reasonable period of time for the billed party to render payment and is straightforward to administer. Establishing the bill due date based on when a bill is received, as CA proposes, would place the burden on the billing party to obtain and verify proof of receipt. CA's language adds an additional administrative burden in that it would requires the billing party to track the date the bill was received and compare it to 30 calendar days from the bill date to determine which is later. This is important because late fees and interest are assessed based on whether payment is received by the bill due date. CA's proposal complicates the billing process unnecessarily and is likely to lead to disputes.

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?

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: RESOLVED

Issue 13a i) Should the definition of "Late Payment Charge" limit the applicability of such charges to undisputed charges not paid on time?

AT&T Florida Position: i) No. Late payment charges should apply to any charges not paid by the bill due date. For those charges subject to a dispute, late payment charges will accrue during the pendency of the dispute and will be credited to the billed party if the dispute is resolved in its favor. CA's language would allow CA to pay late at will, and to avoid late payment charges simply by disputing the bill. Moreover, CA's language limiting the applicability of late payment charges to undisputed charges is inconsistent with other ICA language to which the parties have agreed. For example, the parties

have agreed that Att. 2 (Network Interconnection) section 6.13.7 will state: "Late payment charges . . . will continue to accrue on the Disputed Amounts while the dispute remains pending."

ii) Should Late Payment Charges apply if Communications Authority does not provide the necessary remittance information?

AT&T Florida Position: ii) Yes. Without the proper remittance information, AT&T Florida cannot process CA's payment, as CA acknowledged by its agreement to language in GT&C section 11.5 so stating. The parties have also agreed to language in section 11.5 stating that payment is not considered to have been made until both the funds and the remittance information have been received. When CA's payment is not made, late payment charges are appropriate.

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

AT&T Florida Position: No. Any payment not made on time is past due. Late payment and interest charges properly accrue on any amount not paid on time, including charges subject to a dispute. Once a dispute is resolved, late payment and interest charges will be released to the billing party or credited to the billed party depending on how the dispute is resolved. CA's language would allow CA to pay late at will and to avoid late payment charges by disputing the bill.

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

AT&T Florida Position: No. An unpaid charge means any charge not paid on time. CA's inclusion of "undisputed" in the definition is inconsistent with the use of the term in agreed provisions in the ICA. For example, GT&C section 11.9 states: "If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below." That provision would make no sense if unpaid charges were defined as only those charges that are undisputed.

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

AT&T Florida Position: No. Late payment and/or interest charges should

apply to all unpaid amounts. Such late fees properly accrue on any amount not paid on time, including charges subject to a dispute. Once a dispute is resolved, late payment and interest charges will be released to the billing party or credited to the billed party depending on resolution of the dispute. With the revisions CA has proposed to the billing and payment language in section 11, it does not appear that CA would ever pay late payment charges on any amounts it disputed – even if the dispute is resolved against CA.

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

AT&T Florida Position: No. First, it is not appropriate to include pricing in the GT&Cs. Pricing for local interconnection services is appropriately captured in the network interconnection and pricing attachments. Second, AT&T Florida is not obligated to provide CA with any and all services and components related to interconnection at no charge. For example, the Supreme Court determined in *Talk America* that AT&T Florida is obligated to make entrance facilities available to CLECs at TELRIC-based prices (not for free) when those facilities are used solely for 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?

AT&T Florida Position: (i) Yes. Section 4.6 addresses trunk servicing, in other words, adjusting the sizing of working trunk groups based on utilization. In the event a trunk servicing order is in held status more than two business days while the parties discuss whether the order should be fulfilled as placed, an ASR supplement is required to establish a new due date. It is unreasonable to hold AT&T Florida to a due date when an order is held, and an ASR is necessary to change the due date.

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

AT&T Florida Position: ii) The Commission should reject CA's proposal to require AT&T Florida to process CA's ASRs for free, which would require AT&T Florida to absorb the non-recurring costs incurred as a result of CA's trunk orders. As the "cost-causer," CA is responsible for such costs and should pay the full amount of all applicable non-recurring charges. Furthermore, CA's language is inconsistent with language to which CA agreed in section 1.7.4 of the Pricing Schedule, which states: "CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-21STATE to process a request for

installation, disconnection, rearrangement, change, or record order."

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

AT&T Florida 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?

AT&T Florida Position: ii) No. CA's proposed language is based on CA's position that it should not be required to obtain insurance to cover work that it does not do. That position may seem reasonable, but the fact is that CA will definitely do the sort of work that is the subject of the contract provision at Issue. GT&C section 6.2.2.14 comes into play only if CA collocates, and if CA collocates, then CA necessarily will do "such work." This is because Collocation section 14.1.2 obligates CA to bring its fiber facilities to the entrance manhole, and to do that, CA must enter the underground structure, which is engaging in "such work." Thus, CA is in effect proposing to create an exception that, by definition, can never apply.

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

AT&T Florida Position: AT&T Florida's proposed insurance requirements when CA is collocated in AT&T Florida's central office provide reasonable protection, while CA's proposed coverage is inadequate. CA's proposed $2 million coverage in the aggregate could be eroded by the payment of other claims, and the low limit of $2 million each occurrence could create an exposure to AT&T Florida if the limit did not cover a claim. AT&T Florida is obligated to permit CA to come onto its premises, and CA's very presence puts AT&T Florida at risk of damages. AT&T Florida's insurance levels are proportional to the risk CA imposes on AT&T Florida.

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

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: ii) No. The disputed sentence merely provides that AT&T Florida is not obligated to accept an assignment or transfer that is impermissible under the preceding sentence in section 7.1.1. That is perfectly reasonable.

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

AT&T Florida Position: iii) Yes. CA and its potential assignee are each bound by the terms of its own ICA. CA and the assignee should not be permitted to ICA shop, selecting the terms and conditions they prefer between two different ICAs and bypassing the terms of their existing ICAs prior to termination.

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?

AT&T Florida Position: The ICA should expire on a date certain that is *three* years plus 90 days from the date the ICA is sent to CA for execution. This accomplishes three things. First, it removes any confusion regarding exactly when the ICA expires, which is important in administering the ICA, not only for CA, but also for CLECs that adopt CA's ICA pursuant to section 252(i) of the 1996 Act. Second, it provides for more than a three-year term by building in some leeway to allow for the normal processing and ICA approval time that is inherent in the process. And third, a term that is slightly more than three years provides the Parties with the ability to accommodate the rapidly changing telecommunications industry should modifications to the ICA that are not directly tied to a change in law be appropriate. CA's proposed term of five years is too long in today's rapidly-changing industry.

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?

AT&T Florida Position: No. A party needs to be able to terminate the ICA in the event of a material breach. CA's proposed language could obligate AT&T Florida to continue operating pursuant to the ICA for a prolonged period of time while related litigation worked its way through the court system, including any appeals. During this protracted period of time, CA

would have no obligation to cure the breach and AT&T Florida would have no recourse. The Commission need not be concerned that AT&T Florida would terminate an ICA if there is any legitimate dispute about the breach. AT&T Florida is extraordinarily cautious about terminations and is mindful of the liability to which it would be exposed if it terminated without ample cause.

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?

AT&T Florida Position: Yes. CA should not be permitted to negotiate a new ICA unless it has satisfied its payment obligations under the existing ICA. Both parties have an incentive to handle billing disputes reasonably and expeditiously. Further, CA's position is inconsistent with Commission precedent. See Commission Order No. PSC-11-0291-PAA-TP issued July 6, 2011, in Docket No. 110087-TP. A CLEC, Express Phone, sought to enter into a new ICA when it had an outstanding disputed balance due under its existing ICA. AT&T Florida contested the CLEC's right to do so. The Commission sustained AT&T Florida's position.

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?

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: Yes. AT&T Florida deals with a large number of CLECs and is able to process billing disputes most expeditiously when they use a standard mechanism for submitting such disputes. The information and format requested by AT&T Florida ensures that the information provided by the customer is sufficient to identify the exact billed item in dispute with clarity and improves AT&T Florida's ability to resolve the disputes accurately and in a timely fashion. When customers use a different format, there are often delays and confusion in processing claims. In many cases the claims are rejected because the CLEC-provided data is inadequate.

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

AT&T Florida Position: Yes. See AT&T Florida's position for Issue 22a.

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?

AT&T Florida Position: Yes. AT&T ILECs have lost tens of millions of dollars to carriers that disputed their bills without a proper basis and then, when the disputes were resolved in AT&T's favor, did not have the funds to pay the amounts they owed. AT&T Florida's escrow language is a reasonable measure to prevent this. If CA disputes an AT&T Florida bill (other than for reciprocal compensation), CA should be required to deposit the disputed amounts in an interest-bearing escrow account in order to ensure that funds will be available if the dispute is resolved in AT&T Florida's favor. The escrow provisions proposed by AT&T Florida are consistent with the escrow provisions in many current ICAs, and need to be in CA's ICA. Moreover, AT&T Florida's proposed language in section 11.9.1 provides exceptions to the escrow requirement that significantly limit CA's obligation to escrow disputed amounts, while still affording AT&T Florida some protection against the lost revenue that would result when disputes for larger amounts are resolved in AT&T Florida's favor and CA (or an adopting CLEC) cannot pay.

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

AT&T Florida Position: i) The question that is actually presented by the disagreement in the first sentence of section 12.2 is whether disputed amounts must be paid, either to the Billing Party or into escrow. The answer to that question is yes, for the reasons summarized above in connection with Issue 23a. If the Commission determines that disputed amounts must be paid into escrow (if not paid to the Billing Party), as it should, it necessarily follows that a failure to escrow disputed amounts is not meaningfully different from a failure to pay undisputed amounts to the billing party, and so is properly a trigger for a Discontinuance Notice. Thus, the question is not whether the Billing Party should be entitled to send a Discontinuance Notice for unpaid charges; rather, it is whether disputed amounts should be paid. This includes disputed amounts when they remain unpaid following resolution of a dispute.

ii) Should the non-paying party have 15 or 30 calendar days from the date of a discontinuance notice to remit payment?

AT&T Florida Position: ii) The non-paying party should have 15 calendar days from the date of a Discontinuance Notice to remit payment. The Billed

Party has already had 31 days from the bill date to pay before the bill becomes past due. This gives the Billed Party a *minimum* of 46 days (and most likely longer) to pay its bill in order to avoid service disruption or disconnection, which is reasonable.

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?

AT&T Florida Position: No. AT&T Florida will provide the associated claim number when processing billing dispute credits where its systems are capable of doing so. However, there may be some instances where that is not possible, and AT&T Florida should not be contractually obligated to do the impossible. For example, credits may be applied following resolution of formal billing disputes based on settlement between the parties or as directed by the Commission, which may not include the level of specificity CA's language would require.

Issue 26 What is the appropriate time frame for a party to dispute a bill?

AT&T Florida Position: RESOLVED

Issue 27 Should the ICA permit Communications Authority to dispute a class of related charges on a single dispute notice?

AT&T Florida Position: No. AT&T Florida does accept bulk disputes in some cases, generally as the result of an agreement on an individual case basis. However, normal monthly recurring and nonrecurring charges should be disputed at the billed item level, and the AT&T Florida dispute template is structured in that manner. In most cases, CLECs have large billing accounts with a mixture of services, and the specificity required to identify the disputed service necessitates that the customer submit the billing detail.

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?

AT&T Florida 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?

AT&T Florida 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?

AT&T Florida Position: i) No. The dispute resolution provisions of the ICA provide the proper framework for the parties to resolve disputes. Neither party should burden the Commission by bringing to it a complaint alleging a violation of the ICA without first attempting to resolve the issue informally, which is what the agreed dispute resolution provisions require.

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?

AT&T Florida Position: ii) No. By the time the ICA is effective, the parties will have spent many months negotiating and arbitrating the language that will bind the parties – language that considered all relevant laws and regulations. The law is clear that once parties have entered into an ICA, they are bound by the terms of the ICA, and the 1996 Act and the FCC's implementing regulations no longer apply to the matters that are covered by the ICA (or that could have been covered but were not). Consequently, and contrary to CA's proposed language, any claims that the parties may have against each other with respect to those matters will be claims for breach of the ICA – not claims for violations of laws or regulations.

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

AT&T Florida Position: i) No. The only AT&T entity that can be subject to this ICA as an ILEC is AT&T Florida; AT&T Florida's CLEC affiliates cannot be subject to this ICA in the position of ILEC. The only way an AT&T CLEC affiliate would be subject to this ICA is if it adopted CA's ICA pursuant to section 252(i) of the 1996 Act. In that event, AT&T Florida's CLEC affiliate would be subject to the same terms and conditions as CA, not those of AT&T Florida.

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?

AT&T Florida Position: ii) Yes. To the extent another entity (including a

CA affiliate) operates on CA's behalf pursuant to the ICA, CA and such entity must be jointly and severally liable. This protects AT&T Florida from potential loss resulting from inappropriate conduct by and between CA and its affiliates/other entities.

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?

AT&T Florida 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?

AT&T Florida Position: No. AT&T Florida will depict taxes as a separate line item on CA's bill whenever possible. However, it is conceivable that a legitimate tax might be omitted in error, *e.g.*, in the case of a new tax. In that situation, CA is still obligated to pay those taxes; CA is not excused from its obligation to pay taxes based on the appearance of AT&T Florida's bills, which is what AT&T Florida's language reflects.

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?

AT&T Florida Position: It goes without saying that the purchasing Party should not have to pay the same tax twice. The real question presented by this issue is whether, when CA resells AT&T Florida's telecommunications services to CA's end users, AT&T Florida should bill and collect the taxes on behalf of CA and then remit those taxes to the appropriate governmental authority, or whether CA should collect the taxes and pay the governmental authority itself. The answer is that AT&T Florida should bill and collect the taxes and remit them to the appropriate governmental authority. This is the way it works with all resellers of AT&T Florida services, because their customers are treated exactly the same as AT&T Florida's end user customers. Furthermore, the parties have already agreed on contract language that provides that AT&T Florida will remit the taxes to the governmental authority and pass the charges through to CA. And CA's proposed language for GT&C sections 37.3 and 37.4 would be unreasonable even if it were not inconsistent with language on which the parties have already agreed, because it would require AT&T Florida to revamp its billing system to accommodate CA alone.

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?

AT&T Florida Position: Yes. AT&T Florida treats all resale customers the same, regardless of whether the CLEC also provides facilities-based services. As such, AT&T Florida provides its resale services as a complete package, including the billing, collecting and remitting of 911 surcharges for those resale lines. It is CA's responsibility, not AT&T Florida's, to remit 911 surcharges for CA's customers who use CA's facilities-based services. In addition, it is CA's responsibility to know where its own customers are located in order to avoid "double paying" charges that AT&T Florida is responsible to remit. CA's proposed contract language is unreasonable, because it would require AT&T Florida to modify its billing system to suppress the application of 911 surcharges to CA's resale end users; as well as to suppress the remittance of those surcharges to the Florida 911 Board.

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

AT&T Florida Position: Yes. AT&T Florida has E911 Selective Routers ("SRs") that provide 911 service to certain PSAPs as its customers. AT&T Florida is not the 911 service provider for all PSAPs in Florida, and CA is of course free to route its end users' 911 calls to PSAPs that AT&T Florida does not serve in whatever way it wishes. But for those PSAPs that are served by AT&T Florida's SRs, all 911 calls must be routed through those SRs. CA should be required to directly interconnect with those SRs in order to route its end user customers' 911 calls to the PSAPs that are served by those SRs. The alternative would be for CA to contract with a 911 aggregator that would act as a middleman, so that CA would route its 911 traffic through the aggregator to the AT&T Florida SR. That should not be permitted, because the introduction of the additional carrier into the call path could imperil the reliability of the E911 system.

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?

AT&T Florida Position: No. The parties' agreed language reflects the appropriate definition of Entrance Facilities. CA's additional language reveals CA's attempt to inappropriately expand the definition of Entrance Facilities to

include intra-building facilities between CA's collocation and the POI, and then argue that CA should not have to pay for them. This language directly contradicts the agreed language and will lead to disputes. CA is responsible to provide the facilities to connect with AT&T Florida's network at the POI, even when CA is collocated in the same building where it has established the POI.

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?

AT&T Florida Position: No. Section 3.2.4 and its subsections address when and where CA shall establish POIs on AT&T Florida's network; it does not (and need not) address *how* CA may do so. Rather, section 3.3 provides the terms and conditions pursuant to which CA may establish interconnection, and section 3.3.2 provides for CA's use of leased facilities. CA's additional language in section 3.2.4.6 should be rejected.

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?

AT&T Florida Position: Yes. The parties agreed in Net. Int. section 4.1.2 that OS/DA, E911, Mass Calling (*i.e.*, HVCI), and Third Party Trunk Groups are used for ancillary services. Because they are used by CA for the sole benefit of its own customers, and not for the mutual exchange of traffic with AT&T Florida, CA should be solely responsible, including financially, for the facilities that carry those trunk groups. With respect to E911 trunk groups in particular, the counties responding to 911 calls do not pay for the facilities over which CA's E911 trunks ride. AT&T Florida should not have to bear the cost for these facilities; rather these are costs that CA should bear. Moreover, AT&T Florida's language in Net. Int. section 3.2.6 is consistent with agreed language in Attachment 5 – 911/E911 section 4.1.2, which provides that CA is financially responsible for the facilities that carry its 911 traffic to the appropriate AT&T Florida selective router, regardless of where the POI is located.

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

AT&T Florida Position: No. Under controlling federal law, the point of interconnection ("POI") must be on AT&T Florida's network, and that point on AT&T Florida's network is the demarcation point between the facilities for which AT&T Florida is responsible and the facilities for which CA is responsible. Consequently, if CA has equipment collocated in an AT&T

Florida end office building, CA is responsible for the facilities that connect that equipment to AT&T Florida's network. The "collocation arrangement" cannot be the POI, because an arrangement is not a location. Nor can the POI be the space in which CA is collocated, because that space is not part of AT&T Florida's network. Indeed, if AT&T Florida were required to bear the cost of the facilities that connect CA's collocated equipment with AT&T Florida's network, that would make CA's equipment the POI and so would be directly contrary to controlling federal law.

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

AT&T Florida 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?

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: Yes. AT&T's experience with and analysis of network outages caused by mass calling events, demonstrate that mass calling trunks are necessary to minimize the risk that a mass calling event will cause an outage or otherwise harm the Public Switched Telephone Network. Accordingly, AT&T Florida appropriately expects all carriers (including itself and its affiliates) to establish segregated trunk groups for mass calling. There is no reason to except CA from this sound network reliability practice.

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

AT&T Florida Position: No. AT&T Florida currently does not offer, install or provide interconnection trunking using SIP Voice-over IP or Voice-using IP to any entity; it does not have the capability to do so; and it has no intention to do so unless there is a change in existing law, which does not require AT&T Florida to provide IP interconnection. If the law changes, CA would be entitled to amend the ICA accordingly. Also, if AT&T Florida at some point offers, installs or provides IP interconnection to another carrier pursuant to that carrier's ICA, CA can adopt that carrier's ICA at the appropriate time

pursuant to 47 U.S.C. § 252(i). The availability of such remedies is one reason that ICAs do not include "most favored nation" provisions of the sort CA is proposing here.

CA's proposal is unlawful because it directly conflicts with the FCC's "all or nothing rule" for adoptions of ICAs under 47 U.S.C. § 252(i). Under that rule, a carrier cannot adopt just part of an existing ICA; if it wants to adopt provisions in an ICA, the carrier must take the entire ICA. This principle recognizes that when the ICA was negotiated, there may have been gives and takes that resulted in some provisions being more favorable to the CLEC, and other provisions being less favorable to the CLEC, than the law otherwise requires. CA's proposal flies in the face of this principle, because it would allow CA to lay claim to (purely hypothetical) IP trunking provisions in another carrier's (purely hypothetical) ICA without accepting the remainder of that carrier's ICA.

CA's proposal is also objectionable because it would require AT&T Florida to provide IP-based interconnection trunking to CA without an amendment setting forth even the most basic terms and conditions for the provision of that service.

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?

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: i) Yes. The parties have agreed to language providing that late payment charges apply to past due amounts (GT&C section 11.3) and also that interest charges accrue on unpaid amounts (GT&C section 11.4). The billing party is entitled to accrue both late payment charges and interest on the disputed amounts for reciprocal compensation while a dispute is pending. Interest and late payment charges serve different purposes. Interest is compensation for the time value of money, while late payment charges are intended as an incentive to encourage prompt payment. Late payment charges and interest charges are not mutually exclusive. Florida law recognizes and allows the imposition of both simultaneously.

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?

AT&T Florida Position: ii) This provision is reciprocal and, therefore, applies equally to both parties, regardless of which is the billing party. When a billing dispute arising from intercarrier compensation charges is resolved in the billing party's favor, ten business days (typically two weeks) is a reasonable time for the billed party to make payment. CA should not need additional time for financing payments for intercarrier compensation that it could have reasonably anticipated, and AT&T Florida should not have to wait an additional three weeks to be paid.

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

AT&T Florida Position: No. The ICA should not define a separate class of loop called "HDSL-capable" loop. There is no difference between an HDSL loop and an "HDSL-capable" loop. An HDSL loop is simply a dry copper loop with certain design limitations that is capable of a signal speed of 1.544 megabytes per second ("Mbps"). Whether CA orders an HDSL loop or an "HDSL-capable" loop, it receives exactly the same facility. CA's proposed definition serves no purpose other than to allow CA to try to evade the impairment thresholds in the Triennial Review Remand Order ("*TRRO*") by re-labeling HDSL loops as "HDSL-capable" loops.

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

AT&T Florida Position: Any given NXX code (or thousand block of numbers within an NXX code, known as NXX-X) is assigned to, and therefore "owned" by, a single carrier. When an end user customer of that carrier switches to another carrier for local exchange service, that end user's number may be ported, so that the end user does not have to change phone numbers. When the telephone number is no longer in use because the end user discontinues service, that telephone number should be returned to the carrier that owns the NXX code. CA's language would improperly permit "ownership" of the ported number to pass permanently to the company to which the end user changed, so that that company could assign the number to another end user.

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

AT&T Florida Position: i) Yes. The FCC has made clear that an end user is not allowed to port a telephone number outside the rate center associated with

that number, except when the customer purchases a foreign exchange offering from the new service provider.

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

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: No. The provisioning dispatch terms and related charges are not reciprocal because CA purchases products/services from AT&T Florida, but AT&T Florida does not purchase products/services from CA. Therefore, the concept of parity is not meaningful here. Moreover, CA's language reflects a fundamental misunderstanding of how provisioning and repair issues are addressed. In the situation where service to a CA end user is not functioning even after AT&T Florida has done what it believes necessary to install or repair AT&T Florida's portion of the service, the appropriate next step is *not* for CA to dispatch one of its technicians to "resolve the problem caused by AT&T," as the language CA proposes states. Rather, the appropriate next step is for CA to make sure the issue is not on CA's portion of the service. If the problem is isolated to AT&T Florida's portion of the service, CA may create a trouble ticket and AT&T Florida will then take whatever steps are necessary to resolve the problem. In no circumstance should CA dispatch a technician to try to resolve a problem on AT&T Florida's side of the network.

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

AT&T Florida Position: No. See Summary Statement for Issue 48a.

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?

AT&T Florida 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?

AT&T Florida Position: Yes. Under the 1996 Act, CA can only obtain UNEs or UNE combinations from AT&T Florida pursuant to the rates, terms and conditions in its ICA. It was therefore incumbent on CA to ensure that the ICA provided for all UNEs and UNE combinations that it wanted to obtain. CA's proposed language is contrary to controlling federal law, because it would allow CA to "pick and choose" terms from another ICA. Under the FCC's rules, a carrier can adopt provisions from another ICA only if it adopts the entire ICA. CA's asserted belief that it is entitled to order any element that AT&T Florida is required to provide, whether or not it is in the ICA, is simply wrong. If CA were correct, there would be no need for it to obtain an ICA at all.

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?

AT&T Florida Position: No. The parties agree AT&T Florida is not required to provide a UNE if the facilities or equipment necessary to do so are not available. When AT&T Florida receives an order for a UNE, it checks its records and makes a good faith determination whether the necessary facilities are available. If AT&T Florida denies a CA UNE request on the basis of unavailability and CA believes the necessary equipment and facilities are in fact available, CA can pursue the matter with AT&T Florida and, if it remains skeptical, can invoke its right to dispute resolution and other remedies under the ICA. CA's proposed language is patently unreasonable, because it would require AT&T Florida to prove unavailability to CA's satisfaction, with CA the sole arbiter of when and if AT&T Florida has accomplished that. Furthermore, if CA chooses not to believe AT&T Florida's good faith representation that the necessary facilities are unavailable, it is hard to imagine how AT&T Florida could satisfy CA on that point, since CA could just as easily choose not to believe AT&T Florida's records.

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?

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: No. The agreed language for UNE section 2.3 is consistent with controlling federal law as reflected in 47 C.F.R. § 51.5, which limits commingling to linking a UNE with facilities or services obtained from AT&T Florida at wholesale. CA, however, seeks to undo that limitation by adding language that would allow it to commingle a UNE with "any other service element purchased from" AT&T Florida. CA's added language does not limit commingling to "wholesale" services or facilities, as the FCC's definition requires.

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?

AT&T Florida Position: Yes. CA should be aware well before it receives written notice from AT&T Florida that its UNEs or UNE combinations no longer meet eligibility criteria. Furthermore, the conversion of a UNE or UNE combination to an equivalent wholesale service does not require any facilities changes as CA claims, but is merely a rate change that AT&T Florida implements on CA's wholesale bill. Extending the notice period to 180 days as CA proposes would unreasonably prolong CA's enjoyment of low prices to which it is no longer legally entitled, at AT&T Florida's expense.

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?

AT&T Florida Position: Yes. Thirty days following AT&T Florida's notice of wire center non-impairment is the appropriate timeframe for AT&T Florida to begin billing special access rates. Extending the notice period to 180 days as CA proposes would unreasonably prolong CA's enjoyment of low prices to which it is no longer legally entitled, at AT&T Florida's expense.

If it wishes, CA may self-certify utilizing the process set forth in the UNE Attachment. The wire center non-impairment process follows the FCC's *TRRO*, which provides CLECs an opportunity to self-certify and a timeline different from the 30-day special access billing.

Issue 55 To designate a wire center as unimpaired, should AT&T Florida be required to

provide written notice to Communications Authority?

AT&T Florida Position: No. AT&T Florida provides notice of network changes via an Accessible Letter that is posted to CLEC Online, a website that is accessible to all CLECs. In addition, any CLEC that wants to receive individual notices, and thus not have to rely on checking CLEC Online, may subscribe to direct notices of Accessible Letters and, thus, email notice of wire center non-impairment designations will be sent to as many recipients as the CLEC wants. The Accessible Letter process, with the option of direct notices, is used by all AT&T ILECs and is accepted by the CLEC community. CA's proposal that the Commission require AT&T Florida to implement a different system for CA is unreasonable.

The transition period in AT&T Florida's proposed language for section 15.1.5 is appropriate for the reasons set forth in AT&T Florida's Summary Statement for Issue 54.

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?

AT&T Florida Position: No. There is no reasonable basis to include CA's proposed section 4.5.5 in the ICA. The language is overly broad and could inhibit AT&T Florida from maintaining its network in an efficient fashion. For instance, it may be necessary for AT&T Florida, in the course of maintaining and repairing its network, to switch CA's UNE from one facility to another to ensure the integrity of the UNE being provided to CA or to another CLEC. CA's language would prohibit that.

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

AT&T Florida Position: No. Federal law prohibits CLECs from using UNEs to provide service to themselves. The FCC's rules require AT&T Florida to provide UNEs to a CLEC only for the provision of telecommunications services to that CLEC's end-user customers. CA's objection that this language is overbroad is baseless. AT&T Florida's language is clear and appropriately limited to preventing CA from using UNEs to provide service to itself or for other administrative purposes. It will not impact CA's ability to provide service to its end-user customers.

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

AT&T Florida Position: No. Because 47 C.F.R. § 51.319 is the sole and exclusive list of UNEs, and multiplexing is not on the list, multiplexing is not a UNE. Multiplexing is available at rates in the ICA, however, when ordered in conjunction with unbundled dedicated transport to provide an enhanced extended loop (EEL). Multiplexing is necessary to combine loop and transport to provide an EEL, which "consists of a combination of an unbundled loop and unbundled dedicated transport, together with any facilities, equipment, or functions necessary to combine those network elements." 47 C.F.R. § 51.5. AT&T Florida's proposed language properly mirrors the FCC's Rules and should be adopted.

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?

AT&T Florida Position: No. CA, like all CLECs, has the responsibility to manage and track its inventory of DS1 loops. Accordingly, if CA has ten DS1 loops to a particular building, it should be aware of that fact, and of the fact that if it orders an additional DS1 loop to that building, it must pay special access rates. It is not AT&T Florida's responsibility to manage CA's network or to provide notice of CA's failure to manage its network. To require AT&T Florida to install a DS1 as a UNE in a building in which CA already has ten DS1s would enable CA to enjoy UNE rates to which it is not legally entitled at AT&T Florida's expense.

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?

AT&T Florida Position: No. CA, like all CLECs, has the responsibility to manage and track its inventory of DS3 loops. Accordingly, if CA already has a DS3 loop to a particular building, it should be aware of that fact, and of the fact that if it orders another DS3 loop to that building, it must pay special access rates. It is not AT&T Florida's responsibility to manage CA's network or to provide notice of CA's failure to manage its network. To require AT&T Florida to install a DS3 as a UNE in a building in which CA already has a DS3 would allow CA to enjoy UNE rates to which it is not legally entitled at AT&T Florida's expense.

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?

AT&T Florida Position: No. This is essentially the same issue as Issues 59a and 59b, but in this instance it pertains not to loops, but to DS1 and DS3 dedicated transport. See Summary Statements for Issues 59a and 59b.

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

AT&T Florida Position: Yes. Section 251(c)(4) of the 1996 Act plainly states that AT&T Florida is only obligated to offer its retail services for resale at a wholesale discount to subscribers who are not telecommunications carriers. Therefore, CA is not entitled to the wholesale discount on lines obtained for its own use. CA's affiliates also should not be given the opportunity to avoid legitimate restrictions on resale by using lines CA obtains for resale from AT&T Florida.

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

AT&T Florida Position: AT&T Florida's language, which was predominantly drafted by CA, should be adopted because it provides CA with the ability to obtain detailed billing information on resale lines that would enable CA to bill its end users. CA can select the level of detail it desires via its CLEC Online profile. CA's language requiring full compliance with FCC Order 99-72 is inappropriate for an ICA. The FCC's billing rules in 47 C.F.R.§§ 64.2400 and 2401, upon which CA relies, relate to retail bills to consumers, not resale bills to other carriers.

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

AT&T Florida Position: Yes. In a resale situation, a CLEC purchases in its entirety the existing retail service being provided to the CLEC's customer. Since AT&T Florida's OS/DA services are provided in conjunction with AT&T Florida's retail services, they are automatically provided with resale services CA purchases. If CA desires to remove the OS/DA service from a resale line, it must order the appropriate blocking and pay any applicable charges.

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

AT&T Florida Position: No. See Summary Statement for Issue 62a.

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?

AT&T Florida Position: RESOLVED

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

AT&T Florida Position: AT&T Florida must receive listing information from CA within one business day of installation or other change in service to ensure that the listed customer's information is timely and accurately reflected in the listing database. AT&T Florida and other CLECs in Florida comply with this requirement. To allow CA to provide information at random intervals would disrupt and degrade the accuracy of OS/DA and directory listing database information for AT&T Florida as well as CLECs.

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?

AT&T Florida Position: No. Section 222 of the Communications Act governs the uses to which AT&T Florida and its affiliates may or may not put customer information. AT&T Florida's language appropriately requires compliance with Section 222; CA's language goes beyond that and attempts to impose obligations and limitations on AT&T Florida that are not consistent with Section 222.

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

AT&T Florida Position: The AT&T Florida rates that CA disputes are the standard prices that AT&T Florida charges to CLECs in Florida. They are (1) TELRIC-based rates that the Commission has approved; (2) resale prices that reflect the Commission-established wholesale discount; or (3) market-based prices for products that are not subject to the pricing standards imposed by the 1996 Act or, therefore, to regulation by the Commission in this proceeding. CA has provided no basis for its request that the Commission

impose rates that are different from those the Commission has already approved or for its request that the Commission regulate in this proceeding prices that are not subject to the pricing standards in the 1996 Act.

4. Statement of Stipulated Issues

As shown above, the parties have resolved the following issues: 12i, 12ii, 26, 28i, 28ii, 31, 39a, 39b, 42, 46ii, 47, 49, 52 and 63. The parties either agreed upon or acquiesced in the Issue Statements on the DPL. The parties have entered into no other stipulations.

5. Pending Motions

AT&T Florida has no pending motions at this time.

6. Requests for Confidentiality

AT&T Florida has no pending requests for confidentiality.

7. Objections to qualifications as an Expert

AT&T Florida has no objections to Mr. Ray's qualifications to testify on behalf of Communications Authority.

8. Requirements not Complied with

AT&T Florida has complied with all requirements set forth in the Section VI.A of the Order Establishing Procedure. AT&T Florida is unaware of any requirements with which it cannot comply.

Respectfully submitted,

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