

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

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COMMISSION STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-14-0700-PCO-TP, filed December 19, 2014, the Staff of the Florida Public Service Commission files its Prehearing Statement.

1. All Known Witnesses

There are no known witnesses at this time.

2. All Known Exhibits

There are no known exhibits at this time.

3. 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.

4. Staff's Position on the Issues

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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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?

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

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

POSITION: It is staff's understanding that AT&T withdrew 2.74 and moved the disputed provisions to issue 24.

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

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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?

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

POSITION: No position.

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

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?

POSITION: It is staff's understanding that issue 15i has been resolved. Staff has no position on issue 15ii.

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

POSITION: No position.

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

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

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

POSITION: It is staff's understanding that issue 17i has been resolved. Staff has no position on issue 17ii or 17iii.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No 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?

POSITION: It is staff's understanding that issue 21 is resolved.

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

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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

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

POSITION: No position.

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?

POSITION: No position.

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

POSITION: It is staff's understanding that issue 26 is resolved.

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

POSITION: No position.

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?

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?

POSITION: It is staff's understanding that issues 28i and 28ii are resolved.

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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?

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?

POSITION: No position.

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

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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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?

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

ISSUE 38: May Communications Authority designate its collocation as the POI?

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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?

POSITION: It is staff's understanding that issue 42 is resolved.

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

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?

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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

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

POSITION: Staff has no position on issue 46i. It is staff's understanding that issue 46ii is resolved.

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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?

POSITION: It is staff's understanding that issue 49 is 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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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?

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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

POSITION: No position.

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?

POSITION: It is staff's understanding that issue 63 has been resolved.

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

POSITION: No position.

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?

POSITION: No position.

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

POSITION: No position.

5. Stipulated Issues

Staff has no stipulated issues at this time.

6. Pending Motions

Staff has no pending motions at this time.

7. Pending Confidentiality Claims or Requests

Staff has no pending confidentiality claims or requests at this time.

8. Objections to Witness Qualifications as an Expert

Staff has no objections at this time.

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

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

Respectfully submitted this 6th day of April, 2015.

s/ Lee Eng Tan

LEE ENG TAN
STAFF COUNSEL
FLORIDA PUBLIC SERVICE COMMISSION
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Telephone: (850) 413-6185
Email: Ltan@psc.state.fl.us

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DATED: April 6, 2015

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of STAFF'S PREHEARING STATEMENT has been filed with Office of Commission Clerk and one copy has been furnished to the following by electronic mail, on this 6th day of April, 2015:

Tracey Hatch
150 S. Monroe Street
Suite 400
Tallahassee, FL 32301-1561
Th9467@att.com

Kristopher E. Twomey
1725 I Street, NW
Suite 300
Washington, DC 20006
Kris@lokt.net

s/ Lee Eng Tan

LEE ENG TAN
STAFF COUNSEL
FLORIDA PUBLIC SERVICE COMMISSION
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Telephone: (850) 413-6185
Email: Ltan@psc.state.fl.us