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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 14, 2015

COMMUNICATIONS AUTHORITY, INC.'S RESPONSE TO STAFF'S THIRD SET OF INTERROGATORIES (NOS. 67-112)

Pursuant to Rule 28.106-206, Florida Administrative Code, Communications Authority, Inc. ("CA"), by its attorneys, responds to the first set of Commission Staff's ("Staff") first set of interrogatories as follows:

GENERAL OBJECTIONS

CA makes the following general objections to Staff's Interrogatories. Unless otherwise specified, each of the following General Objections is continuing, and is incorporated into the response to each Interrogatory propounded by Staff as if fully set forth therein. The assertion of the same, similar or additional objections in any specific response does not waive CA's general objections set forth below.

1. CA objects to the instructions provided by Staff to the extent such instructions impose obligations different or greater than set forth in the applicable procedural and discovery rules.

2. CA objects to these Interrogatories to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence and are not relevant to the subject matter of this proceeding.

3. CA objects to each and every Interrogatory to the extent that it purports to seek information about matters outside of the State of Florida.

4. CA objects to each and every Interrogatory to the extent it purports to seek information or documents that are protected from disclosure by the attorney-client privilege, attorney work product doctrine or other privilege.

5. CA objects to each and every Interrogatory to the extent Staff seeks information or documents that are confidential, proprietary, and/or trade secret information protected from disclosure.

6. CA objects to each and every Interrogatory to the extent that it purports to require disclosure of information or documents that are not available to CA or that are equally or more readily available to Staff than obtaining the information or documents from CA.

7. CA objects to these Interrogatories to the extent that they are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

8. CA objects to these Interrogatories to the extent they seek information that is already in the possession of Staff or already in the public record before the Florida Public Service Commission ("Commission"), or elsewhere.

9. CA objects to these Interrogatories that seek to obtain "all" documents to the extent that such an Interrogatory is overbroad and unduly burdensome and seeks information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

10. CA objects to these Interrogatories to the extent that they seek to impose an obligation on CA to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this

proceeding on the grounds that such requests are overly broad, unduly burdensome and oppressive.

11. CA objects to these requests to the extent that they are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests.

12. CA's responses will provide, subject to any applicable objections, all of the information obtained by CA after a reasonable and diligent search conducted in connection with these requests. CA shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the Interrogatories purport to require more, CA objects on the grounds that compliance would impose an undue burden or expense.

13. The objections contained herein are not intended nor should they be construed to waive CA's right to other discovery involving or relating to the subject matter of these Interrogatories, responses or documents produced in response hereto.

14. CA's agreement to respond partially to these Interrogatories should not be construed to mean that any additional documents or information responsive to the Interrogatories exist.

INTERROGATORIES

The Following Questions Pertain to Issue 1

67. On March 12, 2015, the FCC released a Report & Order on Remand, Declaratory Ruling, and Order (Open Internet Order) in the matter of protecting and promoting the open internet (FCC 15-24, GN Docket No. 14-28). In that Order, the FCC concluded that broadband Internet access service is a telecommunications service under Title II of the Communications Act. Please explain how this order affects your position on this issue.

CA Response: This order does not affect CA's position on the issue, because CA could provide services such as Metro Ethernet over copper loops to compete with AT&T's Metro Ethernet services. This service would not necessarily include internet access, and CA desires to be entitled to provide it. Further, CA desires that it be permitted to provide Internet Access Service in parity with AT&T, who provides various internet services over copper facilities which AT&T claims do not have a telecommunications component in order to avoid paying USF taxes on those services. CA seeks to be entitled to parity, and believes that it would be unfair if CA's Internet service were required to impose in excess of 15% USF taxes upon the same services which AT&T does not impose USF taxes upon because of this distinction.

68. Please see Appendix A, Section 8.2, of the FCC March 12, 2015 Open Internet Order.

For purposes of issue 1, is broadband Internet access service an "Information Services"?

Please explain your answer.

CA Response: CA believes that while broadband Internet access has traditionally been considered to be an Information Service, other Information Services such as Metro Ethernet are also Information Services. While the FCC order may change the designation of broadband Internet Access Service from Information Services to Telecommunications Services, CA does not wish to rely upon this very-recent decision for its ICA because CA should be entitled to provide the services whether or not the recent FCC order is eventually overturned, and AT&T would almost certainly attempt to invoke change-in-law to revoke CA's ability to provide the services if CA relied upon this order as its sole authority to provide the services.

69. Section 251(d)(3) of the 1996 Act grants State commissions the authority to impose additional obligations upon incumbent LECs beyond those imposed by the national list, as long as they meet the requirements of Section 251. If broadband Internet access service is not categorized as "information services", could the Commission include it on the list of unbundled network elements? Please explain your response.

CA Response: Yes, CA believes that the Commission could include it as an Unbundled Network Element based upon the recent FCC order and CA believes this would encourage competition for broadband internet access in Florida. However, such a decision by the Commission would be distinct from recognition of a CLEC's ability to provide broadband internet access of its own using UNE facilities and design of its own choosing, such as HDSL-capable loops or ADSL-capable loops.

The Following Question Pertains to Issue 14(a)

70. CA's recommended language includes provisions applicable only to local interconnection issues. Should it be included in the General Terms and Conditions section or would it be more effective if included in all sections of the ICA which include provisions specifically concerning local interconnection? Please explain your answer.

CA Response: CA does not object to including its language at any location in the ICA, as long as it remains clear that the parties may not charge each other for local interconnection components.

The Following Question Pertains to Issue 14(b)(ii)

71. In his rebuttal testimony, on page 18, lines 16-18, witness Ray indicates "if CA submits an ASR for anything other than Local Interconnection, then CA should be charged".

Please provide examples of non-local interconnection ASR's CA should be charged for.

CA Response:

a. ASR for a crossconnect between CA and AT&T for a UNE circuit
b. ASR for a crossconnect between CA and AT&T for a Special Access circuit
c. ASR for a crossconnect between CA and another collocator
d. ASR for transit trunks which connect CA to other CLECs and IXCs
e. ASR for an Extended Enhanced Link (EEL)
f. ASR for Feature Group D trunks which are used for long distance

The Following Questions Pertain to Issue 16

72. Does CA agree insurance limits should be higher when collocating as opposed to when not collocating? If no please explain.

CA Response: Yes and No. CA agrees that AT&T takes more risk when CA collocates because CA then has access to certain areas within AT&T's Central Offices. For instance, AT&T's original proposed language required CA to provide fire damage insurance even when it did not collocate in AT&T central offices. AT&T agreed to revise its language upon request because it did not make sense. If CA were not collocating, it would not have access to UNEs at all. In the absence of access to UNE's or collocation by a CLEC, one could argue that AT&T takes no insurable risk by simply having an ICA.

CA also agrees that AT&T's demonstrated risk needs to be protected by CA's insurance. However, CA disputes AT&T's comparison approach because CA agreed to non-collocating limits that are far greater than AT&T's actual risk for non-collocators. CA has not raised this as an issue because CA intends to have the insurance anyway, and considers it to be a prudent business practice. CA does not agree that its proposed limits would fail to mitigate AT&T's risks, and AT&T has offered no evidence to prove that CA's proposed limits would be inadequate. With an operating history across the nation for now nearly two decades working with CLECs, it seems like there should be ample evidence to show what limits are adequate based upon AT&T's documented nationwide experience with CLEC incidents for which AT&T sought compensation from the CLEC's insurance. On the other hand, CA has provided examples of other ICAs where other CLECs have insurance limits more similar to CA's proposed limits. AT&T has offered no evidence to justify why it accepted those limits but demands more from CA. CA must insure itself to protect against many risks, not just those related to AT&T. CA believes that its proposed limits cover its risks as well as AT&T's risks based upon CA's business plan, and of course CA has a vested interest in protecting itself from liability and would not knowingly under-insure its risks.

73. What would be the dollar difference in insurance premium's between CA's recommended insurance limits and AT&T Florida's recommended insurance limits?

CA Response: CA does not have specific figures for this, because CA has been unable to obtain a quote for the requested coverage after inquiring because the company's size is far disproportionate to the insurance limits sought. CA did not perform an exhaustive search as it will be some time before it is required to obtain the insurance and the exact limits required are not yet known.

The Following Question Pertains to Issue (29)

74. Witness Ray testifies in his rebuttal testimony, on page 32, lines 5 through 8, that CA asserts that "If AT&T has disconnected something important to the CLEC, the CLEC may not exist after the 60 day window that AT&T proposes." Please describe a situation in which AT&T Florida would "disconnect something important to the CLEC," and whether that disconnection would be as a result of a violation of the terms or conditions of the interconnection agreement.

CA Response: There are numerous examples, but the most striking example would be the disconnection of Local Interconnection Services. No CLEC could survive such a disconnection for more than a few days, as numerous now-defunct CLECs could attest to. I do not mean to imply that AT&T improperly disconnected those CLECs; only that they did not survive long after being disconnected by AT&T or its predecessor. In fact, many of those disconnects occurred following litigation between AT&T and the CLEC where AT&T (or its predecessor) prevailed. Such a disconnection could be the result of an alleged breach of the ICA, but CA believes that such action should not be permitted if there is an ongoing dispute resolution proceeding in progress where the alleged breach is at issue. CA simply seeks the same rights that many other CLECs had to due process before being put out of business by AT&T.

The Following Question Pertains to Issue 35 – (Curry)

75. Does CA agree with AT&T Florida's witness Pellerin's direct testimony on pages 66 through 71? Please explain your answer.

CA Response: No, we do not agree. CA has been very clear about what its goal is on this issue. From the beginning of my experience with local interconnection from 2004 through 2015, I have overseen and designed perhaps two dozen local interconnection projects between various CLECs and AT&T Florida. From 2004 through approximately 2012, AT&T consistently did not charge for intra-building circuits between a collocation and AT&T used for local interconnection within an AT&T/BellSouth central office. It seemed obvious that a CLEC who extends its network into AT&T's actual Central Office building has met its obligation to "meet at the POI" and the POI was always agreed to be the central office building itself. During all of the "kickoff conference calls" between the CLECs and AT&T/BellSouth which I have personally attended, there has never been any discussion of the POI's location within the Central Office. Despite the numerous applications, orders and other documents which a CLEC must submit to AT&T to obtain local interconnection, nowhere was there any designation about where in the building the POI would be.

The only discussion about where the POI is involves the CLEC specifying the CLLI code of the location where it desires to interconnect. That location specifies the central office building, and not any room within. Only very recently did AT&T begin to attempt to charge for intra-building circuits between a CLEC collocation and its imaginary POI in another room. Pellerin's testimony seems to attempt to conflate the issue by pivoting the discussion to fiber meet points which is not relevant to CA's point. Then on page 69 @ 1 Pellerin states that collocation and entrance facilities are mutually exclusive. I think that means that AT&T wishes to be entitled to charge for the intra-building circuits for local interconnection, but agrees not to call them entrance facility. That does not change the disagreement. On page 68 @ 9-12, Pellerin flatly states that AT&T's central office cannot be the POI because AT&T's own central office is not a point on AT&T's network. I think the absurdity of that argument speaks for itself.

It is worthy of note that this issue raised by CA arises because AT&T has billed Terra Nova Telecom for such intra-building circuits. Terra Nova believes that AT&T is not entitled to charge for those circuits because its ICA states @ 3.3.4: ***"In the event that a party's point of presence is located within its designated service wire center, such party may interconnect with the other party's switch located in the same serving wire center via a cross connect as defined in this agreement or such party may interconnect via any other technically feasible method as described herein" … "When a cross connect is made in the provisioning of local interconnection facilities/services, the providing party will not charge the other party a local channel facility rate for such crossconnect."***

When Terra Nova disputed those charges which violate this provision (which is something that I have overseen), AT&T has offered numerous justifications for the charges including that the circuits are entrance facilities. This is why CA has sought the specific language that it has on this issue. Pellerin states on page 70 @ 14 that AT&T is concerned that CA could use its proposed language to avoid paying for any facilities within the central office, but I do not see how a plain reading (or any reading) of CA's language could so imply.

The Following Question Pertains to Issue 36-(Curry)

76. Does CA agree with AT&T Florida's witness Pellerin's direct testimony on pages 71 through 73? Please explain your answer.

CA Response: No. Pellerin's testimony seems to conflate what the issue actually is. CA would prefer that it be entitled to connect at one POI in each LATA for the purpose of local interconnection trunks. AT&T's language provides, however, that it may compel CA to establish interconnection to additional POIs within the LATA. CA simply seeks to clarify that if AT&T compels CA to establish a secondary POI ***for local interconnection***, that CA shall be entitled to circuits which connect that new POI to the original POI (both inside an AT&T central office so in CA's opinion, both on AT&T's network) at TELRIC rates and not at infinitely-higher special access rates. Since this whole section is about local interconnection and secondary POI requirements, it seems disingenuous for Pellerin to imply that CA might use such facilities for impermissible purposes; this section is specifically about circuits connecting a secondary POI with the original POI for local interconnection, which is a properly narrow scope of use.

The Following Question Pertains to Issue 37

77. Please refer to CA's response to Staff Second Set of Interrogatories, No. 50, for the following questions.

a. Please explain in detail why 911 is generally accepted to be included as a component of local interconnection.

CA Response: 911 is generally accepted as a component of local interconnection in my experience in dealing with several ILECs in Florida. One ILEC, Northeast Florida Telephone, had no role in 911 and thus I have no experience there. However, Verizon, CenturyLink and BellSouth have all historically treated 911 orders as part of local interconnection. 911 is an essential service that CLECs must have access to in order to serve End Users Customers, just as CLECs must have Local Interconnection Trunks connecting to the ILEC. Until recently, ILECs had a monopoly on 911 service and so it was a foregone conclusion that CLECs would order 911 trunks to the ILEC.
From the KMC Data ICA which AstroTel adopted, and which Terra Nova later adopted and currently has in force, section 3.3.1 reads "With the exception of transit traffic, the parties shall institute a "bill and keep" compensation plan under which neither party will charge the other party recurring and non-recurring charges for trunks (i.e. one-way or two-way), trunk ports and associated dedicated facilities for the exchange of local traffic (non-transit) and ISP-bound traffic (non-transit) and 911 traffic." It seems pretty clear in this example that 911 is treated as local interconnection.

b. Please explain in detail CA's objection that ancillary services should be optional.

CA Response: CA's objection is two-fold on this issue. First, CA objects to 911 being classified as ancillary service when prior ICAs clearly designate 911 as local interconnection. Second, CA should not be compelled by AT&T to order and pay for useless choke trunks which CA does not need, and which other CLECs do not have and do not need. AT&T has cited exactly three examples nationwide of network failure within its own network after operating its various networks for several decades. None of those examples involved a CLEC at all; all of them involved internal failures of AT&T's network. CA believes that there is no factual basis for requiring any CLEC to purchase choke trunks without any needs determination, and further that there is no legal or regulatory basis for such a requirement. AT&T has certainly not cited to any, and CA has already cited several other ICAs currently in force in Florida which do not require useless choke trunks. As CA understands it, issue 37 pertains to the financial responsibility for facilities used by ancillary services. If 911 were properly classed as local interconnection and CA were not compelled to purchase useless choke trunks, then CA would not object to AT&T's language requiring CA to bear the cost of ancillary trunks. It is AT&T misuse of the term "ancillary" that gives rise to this issue.

The Following Question Pertains to Issue 41

78. Please refer to the rebuttal testimony of witness Ray, page 41 lines 6 through 8. Please explain in detail the relevance of the cases mentioned in Ray's rebuttal testimony in regards to the issues in this arbitration. Please include applicable docket/case numbers and order numbers.

CA Response: The relevance of the cases that we cited shows that at least one state commission. Michigan, has already determined that SIP Interconnection, similar to what CA has requested terms for, is appropriately addressed in an interconnection agreement with AT&T. *See* Sprint Spectrum v. Michigan Bell Tel. Co., Case No, U-17349, Order, Michigan Pub. Serv. Comm'n. (Dec. 6, 2013) (http://www.dleg.state.mi.us/mpsc/orders/comm/2014/u-17569_4-15-2014.pdf). The Massachusetts Department of Telecommunications and Cable is also considering this issue in *Investigation by the Department on its Own Motion to Determine whether an Agreement entered into by Verizon New England Inc., d/b/a Verizon Massachusetts is an Interconnection Agreement under 47 U.S.C. § 251 Requiring the Agreement to be filed with the Department for Approval in Accordance with 47 USC § 252, D.T.C. 13-6.* These states are not persuaded that they lack authority to address the issue in the absence of an FCC decision on the matter.

Finally, CA notes that that SIP interconnection seems to be technically feasible even though AT&T claims that it is not. Verizon currently offers the service on a contractual basis to several CLECs. See Letter from Maggie McCready to FCC Technology Transitions Policy Task Force in GN Docket 13-5 (January 10, 2014) at http://apps.fcc.gov/ecfs/document/view?id=7521065250. CA notes that AT&T offers a SIP interconnection product known as AT&T Voice Over IP Connect Service (AVOICS).

The Following Questions Pertain to Issue 43-(Curry)

79. In witness Ray's rebuttal testimony, on page 43 lines 12 through 17, he testifies AT&T Florida's application of interest in addition to a late payment charge would violate Florida's usury limit. Please explain in detail how adding interest charges in addition to a late payment charge would violate Florida's usury laws. Please identify all applicable Florida statutes and rules.

CA Response: Florida's usury law can be found at Title XXXIX, Chapter 687. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0600-0699/0687/Sections/0687.02.html §687.02 states, "All contracts for the payment of interest upon any loan, advance of money, line of credit, or forbearance to enforce the collection of any debt, or upon any obligation whatever, at a higher rate of interest than the equivalent of 18 percent per annum simple interest are hereby declared usurious."

The statute's clear intent is to limit charges arising from late payments to 18%. The addition of late payment charges on top of the maximum interest rate flouts the statute's intent by effectively adding two layers of charges for late payments. As the Florida Supreme Court long ago explained, "[t]he very purpose of statutes prohibiting usury is to bind the power of creditors over necessitous debtors and prevent them from extorting harsh and undue terms in the making of loans." Chandler v. Kendrick, 146 So. 551, 552 (Fla. 1933). Although AT&T is not extending a loan to CA, the proposed payment terms in the ICA meet the definition of "usurious contracts."

80. In AT&T Florida's witness Pellerin's direct testimony, on page 82, lines 11 through 14, she testified that a decision made by a Florida Court of Appeals in the case of Verneret v. Foreclosure Advisors LLC, 45 So. 3d 889, 891 (Fla. Ct. App. 3d Dist. 2010)., wherein a judgment for the principal amount as well as both interest and late payment charges were granted illustrates that interest and late payment charges are not mutually exclusive under Florida law.

a. Does CA agree with the above mentioned testimony? Please explain your answer.

CA Response: CA's review of that decision does not indicate any discussion of the issue of combined late payment charges and interest rates violating Florida's usury law. See here: https://scholar.google.com/scholar_case?case=9477749928852689734&q=Verneret+v.+Foreclosure+Advisors&hl=en&as_sdt=2006&as_vis=1 does Moreover, a single citation to a mortgage foreclosure does not provide sufficient precedent for the Commission.

b. In the case of Verneret v. Foreclosure Advisors LLC, the interest and late payment charges that were awarded totaled approximately 120% more than the principal amount that was awarded. Based on witness Ray's rebuttal testimony on page 43 lines 12 through 17, does the application of interest in addition to a late payment charge in this case violate Florida's usury limit? Please explain your answer.

CA also argues that a case involving a mortgage is less compelling than the Commission's own review of late charges. As an example, the Commission required refunds to BellSouth customers after BellSouth changed its late payment charge policy from a percentage of 1.5% per month to a flat fee of $1.50 for residential customers and $9.00 for business customers. That decision was upheld by the Supreme Court of Florida in BellSouth v. Jacobs (https://casetext.com/case/BellSouth-telecomm-v-jacobs) See Final Order BellSouth Late Payment Charge Tariff Filing, Docket No. 000733-TL; Order No. PSC-01-1769-FOF-TL (Aug. 30, 2001).

In that case, the Commission held that the proposed late payment charges violated the price increase limitations imposed by §364.051(6)(a). BellSouth argued that late payment charges were distinct from interest in that they were to reimburse BellSouth for its collections activities. Staff found that commingling the charges was a method to subvert the principles of the regulation.

Also in that docket, BellSouth acknowledged that its interest rates were limited by Florida's usury statute. See, July 6, 2000 Letter from Marshall M. Criser III at page 2 (http://www.psc.state.fl.us/library/filings/00/08205-00/08205-00.pdf). CA argues that issuing both an interest charge and late payment charge effectively creates a rate that exceeds Florida's usury law. No other ILECs in Florida proceed this way, nor do any other telecommunications carriers with which CA is familiar. As such, AT&T also cannot argue that the practice is industry standard.

The Following Questions Pertain to Issue 44

81. In response to Staff's First Set of Interrogatories to AT&T Florida, No. 50, AT&T Florida states that: HDSL involves special elections placed by CA (not AT&T Florida) at both the central office and the end user customer's premises. Absent this "equipment," would a provisioned loop provide service with a signal speed of 1.544 megabytes per second? Please explain.

CA Response: No. An HDSL-capable (aka HDSL-compatible) loop by definition includes no electronics and is simply a dry copper loop that meets certain specifications for length and quality. The loop does not assume any signal speed until electronics of some type are added. If an HDSL-capable loop were lit with DS1 electronics, then the loop would provide a 1.544Mb speed. However, CLECs are free to light such a loop with any number of different electronics, many of which provide far superior speeds than 1.544Mb. CA intends to use such superior electronics to provide service.

82. In FPSC Docket No. 041269-TP (Order No. PSC-06-0299-FOF-TP, issue 5), the FPSC recognized the difference between an HDSL-capable loop and an HDSL loop.

a. How does AT&T Florida's position comply with this policy? Please explain your response in detail.

CA Response: CA believes that AT&T's position does not comply with this policy, or even with BellSouth's (AT&T's predecessor) public comments on the matter.[1] AT&T attempts to conflate DS1 service with HDSL-capable service in an attempt to deny CLECs HDSL-capable loops in Tier 1 COs when only DS1 loops should be unavailable according to the TRRO. CA is submitting a document which illustrates AT&T's position being opposite to that of its predecessor.

b. Appendix A to Order No. PSC-06-0299-FOF-TP includes FPSC-approved language for HDSL-Compatible Loops and DS1 Digital Loops. Does CA object to this language being included in the ICA at issue here? Please explain your response in detail, including the specific words or phrases to which CA objects.

CA Response: CA does not believe that the language in this order captures exactly what CA's issue is. This order does not seem to dispose of the issue of whether or not HDSL-capable loops are impaired in Tier 1 Wire Centers, but instead seems to show that HDSL loops are not required to be provided where DS1 is impaired. As Exhibit 1 shows, BellSouth specifically cited before the FCC its encouragement to adopt the DS1 impairment criteria which was eventually adopted allowing CLECs continued access to HDSL-capable loops as an alternative to DS1.

Further, an issue not disposed of in the cited FPSC case is that of repair response time. When this Order was initially adopted, BellSouth was held to tight standards of repair intervals for both wholesale and retail services by the FPSC. At that time, a CLEC could reasonably expect that a UCL loop would be repaired the same day or the next day after a repair ticket was opened with BellSouth. This was in parity with BellSouth's regulated business line service intervals. An HDSL-compatible loop, on the other hand, has always been held to a different repair interval standard, because for repair purposes it is treated in parity with BellSouth's regulated DS1 service intervals. While the FPSC no longer has authority to regulate BellSouth/AT&T's business repair intervals, the parity issue still exists. AT&T is no longer required to repair business lines within a specified timeframe, but does still repair its own DS1 service the same day that an outage is reported and generally within a three hour timeframe. It is this repair parity that is CA's primary concern. If CA were forced to order service as UCL in a Tier 1 wire

[1] See Exhibit 1, Letter from Bennett L. Ross to FCC December 8, 2004.

center's area (the most competitive areas), AT&T would not be held to any standard for repair of the CLEC's service even while it continues to provide prompt repair for its own subscribers. Thus, AT&T subscribers would receive far faster repair than would similarly-situated CLEC subscribers. CA believes this parity is paramount to its ability to deliver quality service, without which AT&T would be able to degrade the overall quality of CA's service to its subscribers and CA would have no recourse. This is why CA has raised the issue in this proceeding.

83. Is there a rate or fee in this agreement related to the conditioning of a line so that it would have the physical characteristics necessary (removing bridge taps, load coils, low pass filters, and range extenders) to make it meet the technical requirements to provide service with a signal speed of 1.544 megabytes per second? If yes, please identify.

CA Response: Yes, CA cites ULMBT, ULM2L and ULM4L. CA believes that ULM2L and ULM4L are no-cost items because loops of less than 18kft should not have load coils present in the first place, while ULMBT compensates AT&T for removing bridged taps.

84. Is it CA's intention only to purchase loops that already meet the technical specifications of an HDSL loop without the accompanying electronics?

CA Response: In cases where CA needs a DS1 loop which is longer than its HDSL equipment will support (14kft), then CA would order a DS1 loop from this Agreement (only in Tier 2 and Tier 3 Central Offices) or a DS1 loop from AT&T's tariff in a Tier 1 Central Office to overcome the distance limitation. However, in cases where CA could order an HDSL-capable loop to provide service it would certainly do so and use its own electronics.

85. Please see CA's response to Staff's First Set of Interrogatories, No. 19. CA states the main harm in not distinguishing between HDSL loops and HDSL- capable loops is that the repair interval of an unbundled copper loop could be weeks whereas it would be less for AT&T Florida's own HDSL loop in non-impaired wire centers. Is the rate CA would pay for a cooper loop that meets the technical specifications of an HDSL capable loop the same as DS0 copper loop? If it is the same rate, would CA oppose a separate fee associated with higher prioritization of repair? Please explain.

CA Response: CA is not opposed to the concept of a fee for an HDSL-capable loop which is higher than a UCL loop which compensates for the higher prioritization of repair, as long as the cost is reasonable and based upon the TELRIC standard and the repair interval is clearly defined. CA believes that this would be a fair solution to this issue.

The Following Questions Pertain to Issues 48(a) and 48(b)

Please refer to AT&T Florida' response to Staff's First Set of Interrogatories, No. 55, for the following questions.

86. Does CA agree with AT&T Florida's response to Staff's interrogatory No. 55? Please explain your answer in detail.

CA Response: No, CA does not agree. I have personal experience with the behavior CA cited on the part of AT&T/BellSouth.

a. Does CA perform any due diligence to isolate the trouble prior to dispatching an AT&T Florida technician? Please explain why or why not.

CA Response: CA is not yet doing business with AT&T, but CLECs which I manage or supervise do attempt trouble isolation prior to dispatch and I can respond based upon that experience. Often this type of issue is encountered with resale lines where the CLEC does not have network access in any location other than the customer premise. In such cases, the CLEC does attempt to have the End User Subscriber isolate the trouble at the NID, if there is one, prior to opening a repair ticket with AT&T. In any case, if the trouble is determined to be Customer Premise Equipment (CPE) or inside wire on the customer side of the NID or demarcation point, the CLEC accepts AT&T's isolation charge and pays it because AT&T rolled a truck when it was not their problem.

b. Does CA utilize cooperative testing with AT&T Florida? Please explain your answer.

CA Response: This issue generally applies to DS0 level service for which cooperative testing is not available. For resale services AT&T does provide a Mechanized Loop Test, but this test cannot distinguish between a field short on the loop and a short on the inside wire at the premise. A site visit would be required to make that determination at the NID. In a case of supervised circuits such as DS1 or DS3, absolutely the CLEC would use cooperative testing with AT&T if it could obtain that.

I have had experiences, however, where AT&T simply opened a ticket and did its testing off-line without contacting the CLEC prior to dispatch, even when the CLEC asked for cooperative testing. This is not necessarily improper; any CLEC would likely agree that if AT&T ran a test that showed a fault which AT&T had to roll a truck to repair, it makes sense to get that going rather than contacting the CLEC for a cooperative test that is unnecessary because the cause of the outage is known.

87. Does CA agree with AT&T Florida's witness Kemp's rebuttal testimony, on page16, lines 21 through 28, and page 17, lines 1 through 7? Please explain your answer.

CA Response: No, we do not agree. It is the CLEC customer who is out of service and wondering whether they've made a mistake in trusting the CLEC in the first place. For the CLEC, time is of the essence and we do not have the luxury of playing a days-long or weeks-long guessing game as to why the service is not working. As I mentioned above, this issue occurs frequently with resale service. The only place that a CLEC can test resale service is at the customer premise at the NID/demark or on the inside wiring. And so, if AT&T states that the service is installed or repaired, and the End User says that the service has not been installed or repaired, the logical next step is for the CLEC, who is stuck in the middle between AT&T and the End User, to go to the only place it can to try to determine what the truth is before taking further steps. Kemp states that the proper next step for the CLEC to take in this case is to perform its own testing, but ignores entirely that the only place the CLEC can do that is at the customer premise. Kemp suggests that if the trouble is isolated to AT&T then the CLEC should open a repair ticket with AT&T. Upon that we agree. But if we've had to roll a truck to the premise first because that's the only way we can find out that AT&T improperly reported a service installed or repaired, then AT&T should compensate us for our truck roll that it caused. For avoidance of doubt, we are not asking for AT&T to compensate us whenever there is an outage or service problem. Our remedy would only apply when AT&T falsely reported that it had installed or repaired service which directly caused us to roll a truck to discover their falsification.

The Following Questions Pertain to Issue 50

88. Please see pages 40 and 41 of AT&T Florida's witness Kemp's direct testimony addressing issue 50. Witness Kemp indicates that an agreement can be amended if both parties agree to an amendment or one party can force an amendment pursuant to a change of law provision. Does CA seek to unilaterally select elements from another interconnection agreement should a new element be introduced?

CA Response: CA simply seeks to have access to new UNEs without the need for a new ICA to be arbitrated from scratch like this one has been. CA does not desire to select elements or prices "from another ICA", because we understand that the Commission generally approves new UNEs and pricing for UNEs on a state-wide basis for all CLECs at once, which other states may handle differently. CA simply desires to be clearly entitled to such UNEs when the Commission decides to make them available or sets a price.

89. Please see pages 50 and 51 of witness Ray's rebuttal testimony regarding issue 50. Is CA focused only on the introduction of new elements through a change of law? If no, what other instances does CA contends would occur that would not violate the FCC's "all-or-nothing" rules regarding interconnection agreements?

CA Response: CA desires to be entitled to any UNE which the Commission has decided to make available to CLECs, whether such UNE is accidentally omitted from this agreement's pricing sheet or becomes available because of a Commission decision at a later date. Because CA would be obtaining UNEs from the list of UNEs approved by the Commission, this would not entail any sort of adoption of another ICA's provisions.

The Following Questions Pertain to Issue 51

90. Please see page 44 of AT&T Florida's witness Kemp's direct testimony regarding issue 51. Witness Kemp notes that if a carrier believes that it there is an error regarding the availability of facilities that it could submit the issue to the FPSC for resolution. Why is this insufficient?

CA Response: This remedy is inadequate because by the time CA places an order with AT&T for UNE facilities, CA has a customer order in-hand and the clock is ticking. If CA were required to invoke the Dispute Resolution process each time this occurs, it would cost CA far more than what each UNE is worth and the customer would almost certainly cancel its order before the Commission had a chance to even review the case. AT&T has an incentive to make that happen, and it is to the extreme detriment of CA which incurs thousands in legal costs and loses the customer too, even if it ultimately prevails in the matter.

91. On page 52 of witness Ray's rebuttal testimony, there is an assertion that AT&T Florida "unofficially retired" facilities to prevent CLECs from obtaining them. Please produce any examples of this behavior.

CA Response: Most of my examples are unavailable because I no longer have access to AstroTel records after the company's sale. However, I can cite some examples from my Terra Nova Telecom experience. On March 03 2014, Terra Nova emailed Terra Nova's AT&T account manager Katrine Hoffman because Terra Nova needed three HDSL-capable loops from its Miami Grande collocation to 36 NE Second St, Miami FL. Terra Nova had tried a mechanized LMU, which showed no facilities even though Terra Nova's technicians had verified that there were in fact hundreds of spare copper facilities present. Ms. Hoffman responded to that email by stating that all LMU requests must be submitted in AT&T's Verigate OSS, however Terra Nova had already found that Verigate errors out on any manual LMU request with error MSGID 018.

Terra Nova advised Ms. Hoffman of this, and then on March 17, 2014 (two weeks later) she replied that no manual LMU process existed for Florida. Terra Nova pointed out to her that Terra Nova's ICA required AT&T to provide a manual LMU process in cases such as this, and on 03/19/14 the process was provided to Terra Nova Mr. Ms. Hoffman via an emailed form. However, the email address in the form provided by Ms. Hoffman for submitting LMU requests was not valid, so Terra Nova's LMU requests bounced back undelivered. Terra Nova eventually did get the correct email address to send the manual LMU form to on March 21, 2014.

On March 30, 2014 Terra Nova received loop reservations for the three HDSL-capable loops that it needed. They were:
FRN: XDSLXSI32014B032114 CA=22 PR=751 & 752 F1 LOOP= 1.9 KF
FRN: XDSLXSI32014A032114 CA=22 PR=753 & 754 F1 LOOP= 1.9 KF
FRN: XDSLXSI32014C032114 CA=22 PR=755 & 756 F1 LOOP= 1.9 KF

Also on March 30, Terra Nova submitted LSR 28716 to order the first of the three loops. The order errored out, claiming that the Billing Account Number specified (305N220219219) was invalid, even though this is the only BAN that AT&T had supplied to Terra Nova for the Miami area. Terra Nova contacted Ms. Hoffman again, who responded on April 04, 2014 that Terra Nova should instead try BAN 904N130238238 (which is a Jacksonville BAN) or 904N130073073 (also a Jacksonville BAN) to get the order to go through. Terra Nova tried that, and both were also rejected by AT&T.

Then on April 07, 2014, Ms. Hoffman advised Terra Nova that it needed to apply for a new BAN for the subject loops. Terra Nova completed the New BAN Request Form requested by Ms. Hoffman on the same day.

On April 10, 2014 Terra Nova received a new BAN from AT&T of 305 N22-0354-354 and then resubmitted its LSR 28716 for the first of the loops. This order was again rejected for invalid BAN.

By April 22, 2014 AT&T had rejected Terra Nova's order more than 16 times. Numerous attempts were made to contact AT&T to find out how to clear its OSS errors, and each time Terra Nova was told something different to try but none of the remedies worked. Finally, Terra Nova was told that its initial loop reservations had expired during all of the back-and-forth and it needed to submit new manual LMU requests. Terra Nova did so on April 22, 2014.

Between April 22, 2014 and April 28, 2014 Terra Nova spoke to AT&T and resubmitted the order five more times based upon advice provided by AT&T without success. On April 28, 2014 Ms. Hoffman finally responded to Terra Nova and said that the problem is that AT&T will not unbundle HDSL-capable loops in the Miami Grande wire center because DS1 loops are impaired and AT&T considers HDSL-capable to be the same as DS1. This is the first time that AT&T had given this reason.

On May 02, 2014 I filed an informal complaint with the PSC staff (Mark Long) about AT&T's behavior. As Terra Nova was considering what to do next, its customer cancelled the order on May 03, 2014 after waiting two months for the service. The PSC complaint died because there was no longer a customer need for the service.
This sequence of events describes not only AT&T's unofficial retirement of UNE facilities, but also a host of other roadblocks which it employs to prevent CLECs from timely gaining access to UNEs. After this experience, Terra Nova did not try again to order HDSL-capable loops because its only collocation is the Miami Grande Central Office and it was not prepared for a legal battle with AT&T over the issue.

92. Could CA file a complaint with the FPCS if it believed there were systemic or intentional errors in AT&T Florida's mechanized Loop Make Up systems?

CA Response: Yes, CA believes it could which is why it has proposed the subject language. However, CA prefers to address the issue now proactively rather than reactively when it will lose customers while it waits for the issue to be resolved. Please see the example above as to why this is necessary. An informal PSC complaint was filed in that case by Terra Nova, but it did not prevent Terra Nova from losing the customer.

The Following Questions Pertain to Issue 53(a)

93. Please see page 45 of AT&T Florida's witness Kemp's direct testimony. At lines 3 through 9, witness Kemp provides the FCC's definition of Comingling. Does CA agree that this is the relevant definition for purposes of issue 53a?

CA Response: CA agrees that 47 C.F.R. § 51.5 is the appropriate citation for the FCC's definition of commingling.

94. Does this definition limit comingling of an unbundled network element or elements to a "wholesale" facilities or services? If yes, does CA oppose adding language that would limit the availability to wholesale services or facilities? If no, please explain.

CA Response: CA would not oppose such language.

95. In CA's proposed language, please provide your definition of a "service element." Is this definition found in any FCC rule or order? If so, please provide the citation.

CA Response: CA uses "service element" as a generic term describing anything that CLECs may order on a routine basis from ILECs. It is not intended as a specific term of art.

96. Is CA opposed to inserting "at wholesale" after "…with any other service element purchased…" to its proposed language? If so, please explain why.

CA Response: No, CA is not opposed if that will resolve the issue.

The Following Question Pertains to Issue 53(b)

97. Please explain whether issue 53b is resolved?

CA Response: This issue has been resolved.

The Following Questions Pertain to Issue 54(a)

Please see AT&T Florida's response to Staff's First Set of Interrogatories, No. 62, for the following questions.

98. AT&T Florida asserts that the 180 days cited by CA in various interconnection agreements relates to instances where a "wire center" is added to the unimpaired wire center list. It further asserts that the 30 day notice in which the "CLEC" does not meet the applicable eligibility criteria is used in those agreements. Does CA agree with this interpretation? If not, please identify the sections of those interconnection agreements that are inconsistent.

CA Response: CA disagrees because CA is unaware of any event that would cause a CLEC to no longer meet the eligibility criteria for UNEs other than a wire center reclassification. CA believes that AT&T has simply re-phrased its language to impose the 30 day time frame under the same circumstances instead of the 180 day timeframe.

99. The response indicates that the 30 days cited here for issue 54a relates to situations in which the CLEC (not the wire center) does not meet the applicable eligibility criteria and that the 180 days referenced by CA in the ICA with Cbeyond and Access Point relate to a transition period in a wire center that was not included on the initial list of unimpaired wire centers is added to the list. Does CA agree with this interpretation?

CA Response: CA disagrees because CA is unaware of any event that would cause a CLEC to no longer meet the eligibility criteria for UNEs other than a wire center reclassification. CA believes that AT&T has simply re-phrased its language to impose the 30 day time frame under the same circumstances instead of the 180 day timeframe.

The Following Questions Pertain to Issue 56

100. Please see the direct testimony of AT&T Florida's witness Kemp at page 52 regarding issue 56. Is the example witness Kemp provides regarding a line cut an instance in which CA would want AT&T Florida to switch CA's UNE from one facility to another? Please explain.

CA Response: In Kemp's cited example, that would be a repair issue and AT&T would have a duty to repair the UNE service. CA's proposed language very clearly states that AT&T shall not tamper with or convert an in-service UNE ***for its own benefit or business purposes or for its own customers***. This situation is easily distinct from the repair issue cited by Kemp, where the repair would not be for AT&T's benefit or for AT&T's customer's benefit.

101. Is the primary focus of CA's language to prohibit AT&T Florida from switching a loop servicing CA's customer with an inferior loop? If yes, does the following language address CA's concern: "AT&T-21STATE shall not convert an in-service UNE provided to CA for its own customers?" Please explain.

CA Response: This language does address half of CA's concern. However, suppose that CA had a UNE loop on the same route as other loops used by AT&T to connect its wire center with its remote terminal in the field, which is common. Suppose now that the loops between the remote and the wire center are exhausted, except for some that were marked bad in AT&T's records because they fail when it rains. CA seeks to prevent AT&T from giving it those inferior pairs so that AT&T can appropriate CA's UNE pairs to serve its remote terminal, recognizing that the remote is not a customer of AT&T per se.

The Following Question Pertains to Issue 61

102. In response to AT&T Florida's Second Set of Interrogatories, No. 110, witness Ray testified that "CA has made no representations regarding AT&T's billing guide and has not reviewed such guide." Please advise as to whether CA has subsequently reviewed AT&T Florida's Billing Guide regarding optional AT&T Florida detail billing. What is CA's opinion on the AT&T Florida Billing Guide?

CA Response: CA has not reviewed the guide and is not comfortable with this issue being resolved by anything in the billing guide, because the billing guide is subject to change at AT&T's discretion at any time. CA believes that it has a statutory right to detailed billing which should be clearly stated in this agreement, so that there is no question that AT&T may not escape that duty by unilaterally revising its billing guide. It is this unilateral ability for AT&T to make changes outside the scope of the ICA that concerns CA rather than the content of the guide itself.

The Following Questions Pertain to Issue 66

103. Please refer to Exhibit 4 to AT&T Florida's response to Staff's First Set of Interrogatories; No. 76. Exhibit 4 is a spreadsheet listing the rates in contention and AT&T Florida's basis supporting its proposed rates. Please state whether or not you agree that this exhibit includes all UNE-based rate elements at issue in this arbitration? If you response is "no," please list any additional rates at issue in this arbitration, CA's proposed rate, and its basis for such rate.

CA Response: The rates listed are those in contention.

104. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "b." Witness Ray states that Verizon Florida's charge to expedite a UNE circuit order is approximately $20.00 but is not contained in any ICA. Please describe how this rate was charged: a direct bill, a commercial agreement, a "handshake" agreement, etc. Please explain your answer in detail, including the companies involved.

CA Response: My understanding of the rate is based upon my personal experience with Verizon and the actual price charged by Verizon for expediting UNE circuits of various types once the bill was received. This information is also consistent with what Verizon employees have told me in response to questions about expedite charges, which I was told is their standard rate.

105. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "p." Witness Ray states that the "Florida PSC-approved rate" for Verizon's monthly recurring DS1 Facility Termination is $21.35.

a. Please provide the specific docket number(s), order number(s), and/or the name of the interconnection agreement(s) containing this rate.

CA Response: Verizon/Terra Nova Telecom which adopted Verizon/Clear Rate Communications.

b. Please state whether this rate was in arbitrated agreements or negotiated agreements. Please list separately the arbitrated agreements and the negotiated agreements.

CA Response: As CA understands it, this is the UNE rate for all CLECs in Florida which applies uniformly to all.

c. For each agreement listed as "arbitrated" in subpart b. of this Interrogatory, please state whether this specific rate was an issue arbitrated and decided by the Florida PSC or whether the rate was negotiated and agreed to by the parties.

CA Response: CA does not believe the rate was subject to an arbitration.

106. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "q." Witness Ray states that the "Florida PSC-approved rate" for Verizon's monthly recurring DS3 Facility Termination is $50.50.

a. Please provide the specific docket number(s), order number(s), and/or the name of the interconnection agreement(s) containing this rate.

CA Response: Verizon/Terra Nova Telecom which was adopted from Verizon/Clear Rate Communications

b. Please state whether this rate was in arbitrated agreements or negotiated agreements. Please list separately the arbitrated agreements and the negotiated agreements.

CA Response: As CA understands it, this is the UNE rate for all CLECs in Florida which applies uniformly to all.

c. For each agreement listed as "arbitrated" in subpart b. of this Interrogatory, please state whether this specific rate was an issue arbitrated and decided by the Florida PSC or whether the rate was negotiated and agreed to by the parties.

CA Response: CA does not believe the rate was subject to an arbitration.

107. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "q." Witness Ray states that "the AT&T proposed price is substantially higher than market-based pricing for similar service from a non-ILEC." Please describe the situations where and when the market-based pricing occurs, including the specific services offered, the available areas, the companies offering the services, and the rates charged for the services.

CA Response: I have considerable experience with ordering transport circuits from Competitive Access Providers where they are available. However, CAPs are often only able to provide the needed services in a small number of ILEC central offices while a CLEC needs to obtain transport to serve many central offices not served by CAPs which forces the CLEC to use ILEC transport instead. The specific services are DS1 and DS3. The companies that I have worked with to obtain such services are FPL Fibernet, TW Telecom and Level 3. All have lower prices than AT&T's proposed prices for identical elements in this arbitration. For instance, the market rate (not UNE) from a CAP for a DS3 circuit connecting two ILEC central offices in the same LATA is approximately 450.00 per month. This is an all-inclusive rate for the service, as opposed to AT&T's model where several different rate elements may be added together, each with its own price, for this service. Such rate elements might be C-BIT optioning, Clear Channel Service, per termination pricing or mileage-based pricing.

108. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "r," and Exhibit 4 to AT&T Florida's Response to Staff's First Set of Interrogatories; No. 76, line 283. It appears that the nonrecurring rate for dark fiber has been changed from per mile to per termination in Exhibit 4. Does CA agree that if this change is included in the proposed interconnection agreement (Exhibit PHP-1 to witness Pellerin's Direct Testimony), it will resolve the dispute for this rate element? If the answer is "no," please explain in detail.

CA Response: Yes, CA agrees that this is the only change sought and CA believes that this is a simple typographical error and not a bona fide rate dispute between the parties.

109. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "s." No basis for the proposed rate is given. Please state the basis for this proposed rate.

CA Response: This rate element for the non-recurring charge to order a DS3 loop was drawn from the Verizon/Terra Nova Telecom ICA and is the combination two rate elements found there, 18.56 for semi-mechanical ordering and 280.20 for provisioning. The semi-mechanical ordering charge was used instead of the 100% manual rate because CLECs and ILECs generally do not submit or process manual orders any longer. CA believes this is the same Commission-approved pricing Verizon provides for all Florida CLECs.

110. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), response labeled "t." Witness Ray states that CA's proposed price is for the "identical rate element in Florida." Please clarify this statement, indicating whether the price is the same for Verizon Florida, AT&T in another state, etc. Please provide the docket number(s), order number(s), and/or the interconnection agreement name(s) and effective date(s).

CA Response: This price is the price per mile listed in the Verizon/Terra Nova Telecom ICA for Interoffice Transport. Local Loops are generally not charged a per-mile rate but a flat rate, however a loop+transport combination would incur the per-mile cost on the transport component. Therefore, this transport price is the equivalent price from the Verizon/Terra Nova Telecom ICA, which CA believes is the same Commission-approved pricing Verizon provides for all Florida CLECs.

111. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), responses labeled "z." through "hh." Witness Ray states that these issues involving local interconnection may be able to be resolved with further discussion. Please indicate whether further discussions have taken place or are currently scheduled and the nature of the dispute at this point.

CA Response: This is the same issue that CA raised about each party bearing its own costs for local interconnection. CA seeks, both in the pricing attachment and in the text of the ICA, to establish with certainty that neither party may bill the other NRCs or MRCs for local interconnection facilities because each party must bear its own costs on its side of the POI. Although there have been discussions between the parties about this, we have not reached agreement. Because CA has "administrative control" for submitting ASRs for local interconnection, these charges would force CA to pay for all local interconnection orders that benefit both parties and AT&T would never have to pay anything. This is not parity, as CA has pointed out. To the extent that CA prevails on the issue of the parties not charging each other for local interconnection, these pricing elements would need to be zeroed or removed from the list.

112. Please refer to CA's response to AT&T Florida's First Set of Interrogatories, No. 49 (rate-by-rate basis for proposed rates), responses labeled "ii.," "jj.," and "ss." Witness Ray states in these responses that "unlike other ILECs in Florida, AT&T does not actually install the power and cross connect cables but instead requires CA to hire AIS to do that at CA's expense." Please describe how other ILECs in Florida perform these functions and charge CLECs for them, including whether the ILEC performs this function itself or contracts it to a third party, whether the ILEC bills the CLEC for any of the work, and what rates the ILEC charges the CLEC for the work. Please provide separate responses for each ILEC identified.

CA Response: My experience with this has been with Verizon over the past decade. Verizon has a standard price list for those construction elements. We provided a copy of that price list in response to AT&T's first set of discovery, which shows the price for each element. Verizon sometimes performs the construction work itself for CLEC collocations, and sometimes contracts the work to its choice of COEI (Central Office Equipment Installer) contractor. In either case, the CLEC is charged the price on the price list we provided and Verizon is able to deny the CLEC the ability to run cables within its Central Office by providing this reasonable means for the CLEC to accomplish the work while meeting Verizon's security needs. Verizon bills the application fee at the time of order placement for a new collocation or a major augment, and bills the cost of the construction elements including time and materials as soon as the job is completed.

_____s/_____
Mike Ray
President, Communications Authority, Inc.

_____/s/_____
Kristopher E. Twomey
Counsel to Communications Authority, Inc.

Exhibit 1

Letter from Bennett L. Ross to FCC December 8, 2004

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 13, 2015

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and one correct copy of COMMUNICATIONS AUTHORITY'S RESPONSE TO STAFF'S THIRD SET OF INTERROGATORIES TO COMMUNICATIONS AUTHORITY, INC. (NOS. 67-112) has been served by electronic mail this 14th day of April, 2015:

Tracey Hatch, Esquire
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
Email: th9467@att.com

Lee Eng Tan
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
ltan@psc.state.fl.us

Communications Authority
Mike Ray
11523 Palm Brush Trail, #401
Lakewood Ranch, FL 34202
mike@commauthority.com

AT&T Florida
Elise McCabe
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1561
em4870@att.com

/s/ Kristopher E. Twomey
Kristopher E. Twomey
Counsel to Communications Authority, Inc.