

FLORIDA PUBLIC SERVICE COMMISSION

Item 8

VOTE SHEET

October 13, 2015

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**Docket No. 140156-TP** – Petition by Communications Authority, Inc. for arbitration of Section 252(b) interconnection agreement with BellSouth Telecommunications, LLC d/b/a AT&T Florida.

**Issue 1:** Is AT&T Florida obligated to provide UNEs for the provision of Information Services? (UNE § 4.1)  
**Recommendation:** No. Staff recommends that AT&T Florida is not obligated pursuant to the Act to provide UNEs for the provision of Information Services.

**APPROVED**

**Issue 2:** Is Communications Authority (CA) entitled to become a Tier 1 Authorized Installation Supplier (AIS) to perform work outside its collocation space? (Collocation § 1.7.3)  
**Recommendation:** No, staff recommends CA is not entitled to become a Tier 1 Authorized Installation Supplier to perform work outside its collocation space.

**APPROVED**

COMMISSIONERS ASSIGNED: Brisé, Brown, Patronis

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

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**REMARKS/DISSENTING COMMENTS:**

*Oral Modification, assigned DN 06383-15, is attached.*

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**Issue 3:** When CA supplies a written list for subsequent placement of equipment, should an application fee be assessed? (Collocation § 3.17.3.1)

**Recommendation:** No. When CA supplies a written list for subsequent placement of equipment, an application fee should not be assessed.

**APPROVED**

**Issue 4A:** If CA is in default, should AT&T Florida be allowed to reclaim collocation space prior to conclusion of a dispute regarding the default? (Collocation § 3.20.1)

**Recommendation:** No. AT&T Florida should not be allowed to reclaim collocation space prior to conclusion of a dispute regarding the default unless it is for legitimate safety reasons.

**APPROVED**

**Issue 4B:** Should AT&T Florida be allowed to refuse CA's applications for additional collocation space or service or to complete pending orders after AT&T Florida has notified CA it is in default of its obligations as Collocator but prior to conclusion of a dispute regarding the default? (Collocation § 3.20.2)

**Recommendation:** No. AT&T should not be allowed to refuse CA's applications for additional collocation space or service or to complete pending orders after AT&T Florida has notified CA it is in material default of its obligations as collocator but prior to conclusion of a dispute regarding the material default, unless it is for legitimate safety reasons.

**APPROVED**

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**Issue 5:** Should CA be required to provide AT&T Florida with a certificate of insurance prior to starting work in CA's collocation space on AT&T Florida's premises? (Collocation § 4.6.2)

**Recommendation:** Yes, CA should be required to provide AT&T Florida with a certificate of insurance prior to starting work in CA's collocation space on AT&T Florida premises.

**APPROVED**

**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? (Collocation § 4.11.3.4)

**Recommendation:** Yes, AT&T Florida should be allowed to recover its cost 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.

**APPROVED**

**Issue 7A:** Under what circumstances may AT&T Florida charge CA when CA submits a modification to an application for collocation, and what charges should apply? (Collocation § 7.4.1)

**Recommendation:** AT&T Florida may charge CA an application fee when CA makes a substantive change to a collocation application.

**APPROVED**

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**Issue 7B:** When CA wishes to add or to modify its collocation space or the equipment in that space, or to cable to that space, should CA be required to submit an application and to pay the associated application fee? (Collocation § 7.5.1)

**Recommendation:** Yes. When CA wishes to add to or modify its collocation space, or the equipment in that space, or to cable to that space, it should be required to submit an application and to pay the associated fee.

**APPROVED**

**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 CA to place a cable in a manhole? (Collocation § 14.2)

**Recommendation:** Yes. One hundred twenty calendar days from the date of a request for an entrance facility, plus the ability to extend that time by an additional 30 days, is adequate time for CA to place a cable in a manhole.

**APPROVED**

**Issue 9A:** Should the ICA require CA to utilize an AT&T Florida AIS Tier 1 for CLEC-to-CLEC connection within a CO? (Collocation § 17.1.2)

**Recommendation:** Yes. The ICA should require CA to utilize an AT&T Florida AIS TIER 1 for CLEC-to-CLEC connection within a CO.

**APPROVED**

**Issue 9B:** Should CLEC-to-CLEC connection within a CO be required to utilize AT&T Florida common cable support structure? (Collocation § 17.1.5)

**Recommendation:** Yes. CLEC-to-CLEC connections within a CO should be required to utilize AT&T Florida common cable support structure.

**APPROVED**

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**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 CA be able to delay removal until the dispute is resolved? (Collocation § 3.18.4)

**Recommendation:** Staff recommends if equipment is improperly collocated (e.g., not previously identified on an approved application for collocation or not on authorized equipment list), CA should be able to delay removal until the dispute resolution is resolved. However, if equipment is a safety hazard, CA should not be able to delay removal until the dispute resolution is resolved.

**APPROVED**

**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? (GT&C § 2.45)

**Recommendation:** Staff recommends the Bill Due Date be defined as thirty (30) calendar days from the bill date.

**APPROVED**

**Issue 13Ai:** Should the definition of “Late Payment Charge” (LPC) limit the applicability of such charges to undisputed charges not paid on time? (GT&C § 2.106)

**Recommendation:** No. Staff recommends the definition of “Late Payment Charge” should not limit the applicability of the charges to undisputed charges not paid on time.

**APPROVED**

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**Issue 13Aii:** Should Late Payment Charges apply if CA does not provide the necessary remittance information? (GT&C § 2.106)

**Recommendation:** Yes. Staff recommends that late payment charges should apply if CA does not provide the necessary remittance information.

**APPROVED**

**Issue 13B:** Should the definition of “Past Due” be limited to undisputed charges that are not paid on time? (GT&C § 2.137)

**Recommendation:** No. Staff recommends the definition of “Past Due” should not be limited to undisputed charges that are not paid on time.

**APPROVED**

**Issue 13C:** Should the definition of “Unpaid Charges” be limited to undisputed charges that are not paid on time? (GT&C § 2.164)

**Recommendation:** No. Staff recommends the definition of Unpaid Charges should not be limited to undisputed charges that are not paid on time.

**APPROVED**

**Issue 13D:** Should Late Payment Charges apply only to undisputed charges? (GT&C § 11.3.1)

**Recommendation:** No. Staff recommends late payment charges should apply to all charges not paid on time.

**APPROVED**

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**Issue 14A:** Should the GT&Cs state that the parties shall provide each other local interconnection services or components at no charge? (GT&C § 5.1)

**Recommendation:** No. Staff recommends that the GT&Cs should not state that the Parties shall provide each other local interconnection services or components at no charge.

**APPROVED**

**Issue 14Bi:** 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? (Net. Int. § 4.6.4)

**Recommendation:** Yes. Staff recommends that an ASR supplement should be required to extend the due date when the review and discussion of a trunk servicing order extends beyond 2 business days.

**APPROVED**

**Issue 14Bii:** Should AT&T Florida be obligated to process CA's ASRs at no charge? (Network Interconnection § 4.6.4)

**Recommendation:** No, staff recommends AT&T Florida should not be obligated to process CA's ASRs at no charge.

**APPROVED**

**Issue 15ii:** May CA exclude explosion, collapse and underground damage coverage from its Commercial General Liability policy if it will not engage in such work? (GT&C § 6.2.2.14)

**Recommendation:** No. Staff recommends that CA may not exclude explosion, collapse, and underground damage coverage from the Commercial General Liability policy if it will not engage in such work.

**APPROVED**

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**Issue 16:** Which party's insurance requirements are appropriate for the ICA when CA is collocating? (GT&C § 6.2.2.6 through § 6.2.2.10)

**Recommendation:** Staff recommends that AT&T Florida's proposed insurance requirements are appropriate for the ICA, when CA is collocating.

**APPROVED**

**Issue 17ii:** Should AT&T Florida be obligated to recognize an assignment or transfer of the ICA that the ICA does not permit? (GT&C § 7.1.1)

**Recommendation:** No. Staff recommends that AT&T Florida should not be obligated to recognize an assignment or transfer of the ICA that the ICA does not permit.

**APPROVED**

**Issue 17iii:** Should the ICA disallow assignment or transfer of the ICA to an Affiliate that has its own ICA in Florida? (GT&C § 7.1.1)

**Recommendation:** Yes. Staff recommends the ICA should disallow the assignment or transfer of the ICA to an Affiliate that has its own ICA in Florida.

**APPROVED**

**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 CA for execution, or should the term of the ICA be five years from the effective date? (GT&C § 8.2.1)

**Recommendation:** Staff recommends the term of the ICA should be five years from the effective date, and the effective date should be no later than ten (10) days after either (i) approval of this Agreement by the Commission or, absent such Commission approval, (ii) this Agreement is deemed approved under Section 252(e)(4) of the Act.

**APPROVED**



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**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? (GT&C § 8.3.1)

**Recommendation:** No. Staff recommends that termination to cure a material breach is not prohibited at any time.

**APPROVED**

**Issue 20:** Should AT&T Florida be permitted to reject CA's request to negotiate a new ICA when CA has a disputed outstanding balance under this ICA? (GT&C § 8.4.6)

**Recommendation:** No. Staff recommends that AT&T Florida not be permitted to reject CA's request to negotiate a new ICA when CA has a disputed outstanding balance under this ICA if CA has followed the terms of the ICA and deposited all disputed outstanding balances greater than \$15,000 into an escrow account.

**APPROVED**

**Issue 22A:** Should the disputing party be required to use the billing party's preferred form or method to communicate billing disputes? (GT&C § 11.9)

**Recommendation:** Yes. Staff recommends the disputing party should be required to use the billing party's preferred form or method to communicate disputes.

**APPROVED**

**Issue 22B:** Should CA use AT&T Florida's form to notify AT&T Florida that it is disputing a bill? (GT&C § 13.4)

**Recommendation:** Yes. Staff recommends CA should be required to use AT&T Florida's form to notify AT&T Florida that it is disputing a bill.

**APPROVED**

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**Issue 23A, B and C:** 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? (GT&C § 11.9 through § 11.12, § 11.13.2 through 11.13.4, § 12.4.3, § 12.4.4 and § 12.6.2)

**Recommendation:** Yes. Staff recommends the terms of the ICA should require an escrow account be established for the purpose of depositing disputed amounts during the pendency of a dispute.

**APPROVED**

**Issue 24i:** Should the ICA provide that the billing party may only send a discontinuance notice for unpaid undisputed charges? (GT&C § 12.2)

**Recommendation:** No. Staff recommends the ICA should provide that the billing party may send a discontinuance notice for unpaid charges.

**APPROVED**

**Issue 24ii:** Should the non-paying party have 15 or 30 calendar days from the date of a discontinuance notice to remit payment? (GT&C § 12.2)

**Recommendation:** Staff recommends the ICA should provide that the non-paying party should be given 15 calendar days from the date of a discontinuance notice to remit payment.

**APPROVED**

**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? (GT&C § 11.13.1)

**Recommendation:** Yes. Staff recommends the billing party should be obligated to provide itemized detail of each adjustment when crediting the billed party when a dispute is resolved in the billed party's favor, unless otherwise agreed by the parties.

**APPROVED**

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**Issue 27:** Should the ICA permit CA to dispute a class of related charges on a single dispute notice? (GT&C § 13.4.3.8)

**Recommendation:** No. Staff recommends the ICA should not permit a party to dispute a class of related charges on a single dispute notice, unless otherwise agreed by the parties.

**APPROVED**

**Issue 29i:** Should the ICA permit a party to bring a complaint directly to the Commission, bypassing the dispute resolution provisions of the ICA? (GT&C § 13.9.1)

**Recommendation:** No. Staff recommends that the ICA should not permit a party to bring a complaint directly to the Commission, bypassing the dispute resolution provisions of the ICA.

**APPROVED**

**Issue 29ii:** 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? (GT&C § 13.9.1)

**Recommendation:** Yes. Staff recommends that the ICA should permit a party to seek relief from the Commission for any disputes regarding the ICA, but only after the Dispute Resolution provisions of the ICA have been followed.

**APPROVED**

**Issue 30i:** Should the joint and several liability terms be reciprocal? (GT&C § 17.1)

**Recommendation:** No. Staff recommends that the joint and several liability terms should not be reciprocal.

**APPROVED**

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**Issue 30ii:** Can a third-party that places an order under this ICA using CA's company code or identifier be jointly and severally liable under the ICA? (GT&C § 17.1)

**Recommendation:** Yes. Staff recommends a third-party that places an order under this ICA using CA's company code or identifier should be jointly and severally liable under the ICA.

**APPROVED**

**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? (GT&C § 37.1)

**Recommendation:** No. Staff recommends that the purchasing party should pay taxes regardless of whether the providing party includes taxes on an invoice or states a tax separately on such invoice.

**APPROVED**

**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? (GT&C § 37.3 and § 37.4)

**Recommendation:** Yes, staff recommends that if the purchasing party has completed an Indemnification Agreement which holds AT&T Florida harmless from any tax, then the purchasing party should be excused from paying the tax to the providing party that the providing party would otherwise be obligated to pay.

**APPROVED**

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**Issue 33B:** If CA has both resale customers and facilities-based customers, should CA be required to use AT&T Florida as a clearinghouse for 911 surcharges with respect to resale lines? (E911 § 5.2.2)

**Recommendation:** No, Staff recommends that CA should not be required to use AT&T Florida as a clearinghouse for 911 surcharges with respect to resale, because CA has both resale and facilities-based customers.

**APPROVED**

**Issue 34:** Should CA be required to interconnect with AT&T Florida's E911 Selective Router? (E911 § 3.3.2)

**Recommendation:** Yes. Staff recommends that CA should be required to interconnect with AT&T Florida's E911 Selective Router where AT&T Florida is the primary provider.

**APPROVED**

**Issue 35:** Should the definition of “Entrance Facilities” exclude interconnection arrangements where the POI is within an AT&T Florida serving wire center and CA provides its own transport on its side of that POI? (Net. Int. § 2.9)

**Recommendation:** Yes. The definition of “Entrance Facilities” should exclude interconnection arrangements where the POI is within an AT&T Florida serving wire center and CA provides its own transport on its side of that POI.

**APPROVED**

**Issue 36:** Should the network interconnection architecture plan section of the ICA provide that CA may lease TELRIC-priced facilities to link one POI to another? (Net. Int. § 3.2.4.6)

**Recommendation:** No. The network interconnection architecture plan section of the ICA should not provide that CA may lease TELRIC-priced facilities to link one POI to another.

**APPROVED**

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**Issue 37:** Should CA be solely responsible for the facilities that carry CA's OS/DA, E911, Mass Calling, Third Party and Meet Point trunk groups? (Net. Int. § 3.2.6)

**Recommendation:** Yes. CA should be solely responsible for the facilities that carry CA's OS/DA, E911, Mass Calling, Third Party and Meet Point trunk groups.

**APPROVED**

**Issue 38:** May CA designate its collocation as the POI? (Net. Int. § 3.4.4)

**Recommendation:** Yes. CA may designate its collocation as the POI.

**APPROVED**

**Issue 40:** Should the ICA obligate CA to establish a dedicated trunk group to carry mass calling traffic? (Net. Int. § 4.3.9)

**Recommendation:** No. The ICA should not obligate CA to establish a dedicated trunk group to carry mass calling traffic.

**APPROVED**

**Issue 41:** Should the ICA include CA's language providing for SIP Voice-over-IP trunk groups? (Net. Int. § 4.3.11)

**Recommendation:** No. The ICA should not include CA's language providing for SIP Voice-over-IP trunk groups.

**APPROVED**

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**Issue 43i:** Is the billing party entitled to accrue late payment charges and interest on unpaid intercarrier compensation charges? (Net. Int. § 6.13.7)

**Recommendation:** Yes. The billing party is entitled to accrue late payment charges and interest on unpaid intercarrier compensation charges.

**APPROVED**

**Issue 43ii:** 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? (Net. Int. § 6.13.7)

**Recommendation:** When a billing dispute is resolved in favor of the billing party, the billed party should be obligated to make payment within 10 business days.

**APPROVED**

**Issue 44:** Should the ICA contain a definition for HDSL-capable loops? (UNE § 16.5)

**Recommendation:** Yes. Staff recommends that the ICA should contain a definition for HDSL-capable loops.

**APPROVED**

**Issue 45:** How should the ICA describe what is meant by a vacant ported number? (LNP § 3.1.4)

**Recommendation:** Staff recommends that Section 3.1.4 of the ICA read as follows: When a ported telephone number becomes vacant (e.g., the telephone number is disconnected), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.

**APPROVED**

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**Issue 46i:** Should the ICA include limitations on the geographic portability of telephone numbers? (LNP § 3.2.1)

**Recommendation:** Yes. Staff recommends the ICA include limitations on the geographic portability of telephone numbers.

**APPROVED**

**Issue 48A:** Should the provisioning dispatch terms and related charges in the OSS Attachment apply equally to both parties? (OSS § 6.4)

**Recommendation:** No. The provisioning dispatch terms and related charges in the OSS Attachment should not apply equally to both parties.

**APPROVED**

**Issue 48B:** Should the repair terms and related charges in the OSS Attachment apply equally to both parties? (OSS § 7.12)

**Recommendation:** No. The repair terms and related charges in the OSS Attachment should not apply equally to both parties.

**APPROVED**

**Issue 50:** In order for CA 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 CA first negotiate an amendment to the ICA to provide a price for that UNE or UNE combination? (UNE § 1.3)

**Recommendation:** Yes. In order for CA 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, CA must first negotiate an amendment to the ICA to provide a price for that UNE or UNE combination.

**APPROVED**



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**Issue 51:** Should AT&T Florida be required to prove to CA’s satisfaction and without charge that a requested UNE is not available? (UNE § 1.5)

**Recommendation:** No. Staff recommends that AT&T Florida should not be required to prove to CA’s satisfaction and without charge that a requested UNE is not available; however, AT&T Florida’s proposed language should be amended to refund the manual Loop Make Up report fee when it is inconsistent with the automated system.

**APPROVED**

**Issue 53:** Should CA be allowed to commingle any UNE element with any non-UNE element it chooses? (UNE § 2.3)

**Recommendation:** No. Staff recommends that CA should only be allowed to commingle “wholesale” services to any UNE element with any non-UNE element and recommends CA’s proposed language as modified by staff.

**APPROVED**

**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? (UNE § 6.2.6)

**Recommendation:** Yes. Staff recommends thirty (30) days written notice is sufficient; however, AT&T Florida’s proposed language should be amended to explicitly exclude instances of a wire center reclassification, which is addressed in Issue 54B.

**APPROVED**

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**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? (UNE § 14.10.2.2, § 14.10.2.3.1.1 and § 14.10.2.3.1.2)

**Recommendation:** No. Staff recommends one hundred twenty (120) calendar days subsequent to wire center non-impairment notice is sufficient.

**APPROVED**

**Issue 55:** To designate a wire center as unimpaired, should AT&T Florida be required to provide written notice to CA? (UNE § 15.1)

**Recommendation:** No. Staff recommends AT&T Florida should not be required to provide written notice to CA to designate a wire center as unimpaired. However, AT&T Florida should be directed to provide CA with any email address(es) it intends to use to distribute impairment notifications so CA can mitigate concerns regarding spam filters.

**APPROVED**

**Issue 56:** Should the ICA include CA's proposed language broadly prohibiting AT&T Florida from taking certain measures with respect to elements of AT&T Florida's network? (UNE § 4.6.4)

**Recommendation:** Yes. Staff recommends that the ICA should include CA's proposed language prohibiting AT&T Florida from taking in use circuits for its own benefit or business purposes or for its own customers; however, staff believes that the phrase "and/or substitute another UNE in its place" should not be included.

**APPROVED**

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**Issue 57:** May CA use a UNE to provide service to itself or for other administrative purposes? (UNE § 4.7.1)

**Recommendation:** No. Staff recommends that CA may not use a UNE to provide service to itself or for other administrative purposes.

**APPROVED**

**Issue 58:** Is multiplexing available as a stand-alone UNE independent of loops and transport? (UNE § 6.4.2 and § 9.6.1)

**Recommendation:** No. Staff recommends that multiplexing should not be available as a stand-alone UNE independent of loops and transport; however, AT&T Florida's language in Section 6.4.2 of the ICA should be modified to more closely mirror the FCC's rule language by removing the phrase "or higher." While multiplexing is not a stand-alone UNE, staff believes that multiplexing is a routine network modification and recommends that Section 9.6.1 of the ICA be blank.

**APPROVED**

**Issue 59A:** If AT&T Florida accepts and installs an order for a DS1 after CA 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? (UNE § 8.1.3.4.4)

**Recommendation:** Yes. If a DS1 loop is installed and later CA is determined to be over the FCC's building cap, staff recommends that AT&T Florida must provide written notice and allow 30 days before converting to and charging for Special Access service.

**APPROVED**

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**Issue 59B:** Must AT&T Florida provide notice to CA 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? (UNE § 8.1.3.5.4)

**Recommendation:** Yes. If a DS3 loop is installed and later CA is determined to be over the FCC's building cap, staff recommends that AT&T Florida must provide written notice and allow 30 days before converting to and charging for Special Access service.

**APPROVED**

**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? (UNE § 9.6.2 and § 9.6.3)

**Recommendation:** No. Staff recommends that AT&T Florida should not be required to provide written notice and allow 30 days before converting to and charging for Special Access service.

**APPROVED**

**Issue 60:** Should CA be prohibited from obtaining resale services for its own use or selling them to affiliates? (Resale § 3.2)

**Recommendation:** Yes. Staff recommends that CA be prohibited from obtaining resale services for its use or selling them to affiliates.

**APPROVED**

**Issue 61:** Which party's language regarding detailed billing should be included in the ICA? (Resale § 5.2.1)

**Recommendation:** Staff recommends that AT&T Florida's language regarding detailed billing be included in the ICA.

**APPROVED**

Vote Sheet

October 13, 2015

Item 8

**Docket No. 140156-TP** – Petition by Communications Authority, Inc. for arbitration of Section 252(b) interconnection agreement with BellSouth Telecommunications, LLC d/b/a AT&T Florida.

(Continued from previous page)

**Issue 62A:** Should the ICA state that OS/DA services are included with resale services? (CIS § 1.2.2)

**Recommendation:** Yes. Staff recommends that the ICA state that OS/DA services are included with resale services.

**APPROVED**

**Issue 62B:** Does CA have the option of not ordering OS/DA service for its resale end users? (CIS § 1.2.3.3)

**Recommendation:** No. Staff recommends that CA does not have the option of not ordering OS/DA service for its resale end users.

**APPROVED**

**Issue 64:** What time interval should be required for submission of directory listing information for installation, disconnection, or change in service? (CIS § 6.1.5)

**Recommendation:** Staff recommends that the time interval for submission of directory listing information for installation, disconnection, or change in service should be one business day.

**APPROVED**

**Issue 65:** Should the ICA include CA's proposed language identifying specific circumstances under which AT&T Florida or its affiliates may or may not use CA's subscriber information for marketing or winback efforts? (CIS § 6.1.9.1)

**Recommendation:** No. Staff recommends that the ICA not include CA's proposed language identifying specific circumstances under which AT&T Florida or its affiliates may or may not use CA's subscriber information for marketing or winback efforts.

**APPROVED**

Vote Sheet

October 13, 2015

Item 8

**Docket No. 140156-TP** – Petition by Communications Authority, Inc. for arbitration of Section 252(b) interconnection agreement with BellSouth Telecommunications, LLC d/b/a AT&T Florida.

(Continued from previous page)

**Issue 66:** For each rate that CA has asked the Commission to arbitrate, what rate should be included in the ICA? (Pricing Sheet)

**Recommendation:** For each rate that CA has asked the Commission to arbitrate, staff recommends the rate that should be included in the ICA is the rate proposed by AT&T Florida.

**APPROVED**

**Issue 67:** Should this docket be closed?

**Recommendation:** No, the parties should be required to submit a signed agreement that complies with the Commission's decisions in this docket for approval within 30 days of issuance of the Commission's Order. This docket should remain open pending Commission staff's verification that the final arbitration agreement is in accordance with the Commission's decisions in this docket and with Section 252 of the Telecommunications Act of 1996, after which the docket should be closed administratively.

**APPROVED**

Angela Charles

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**From:** Kathy Shoaf  
**Sent:** Friday, October 09, 2015 1:26 PM  
**To:** Braulio Baez; Apryl Lynn; Lisa Harvey; Charlie Beck; Mary Anne Helton; CLK - Agenda Staff; Cindy Muir; Commissioners & Staffs; Bob Casey; Kiwanis Curry; Lee Eng Tan; Beth Salak; Keino Young  
**Cc:** Kate Hamrick; Terri Fleming  
**Subject:** FW: Request for Oral Modifications, Docket No. 140156-TP

Please see the approved Oral Modification for Item 8 of the October 13<sup>th</sup> Commission Conference.

**Kathy Shoaf**  
Executive Assistant to  
Braulio Baez, Executive Director  
Florida Public Service Commission  
Telephone: (850)413-6053  
[kshoaf@psc.state.fl.us](mailto:kshoaf@psc.state.fl.us)

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**From:** Lisa Harvey  
**Sent:** Friday, October 09, 2015 12:02 PM  
**To:** Kathy Shoaf; Kate Hamrick  
**Subject:** FW: Request for Oral Modifications, Docket No. 140156-TP

Please forward to all appropriate staff.

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**From:** Braulio Baez  
**Sent:** Friday, October 09, 2015 12:01 PM  
**To:** Lisa Harvey  
**Subject:** RE: Request for Oral Modifications, Docket No. 140156-TP

Approved

Sent from my T-Mobile 4G LTE Device

----- Original message -----

**From:** Lisa Harvey <[LSHarvey@PSC.STATE.FL.US](mailto:LSHarvey@PSC.STATE.FL.US)>  
**Date:** 10/9/2015 11:57 AM (GMT-05:00)  
**To:** Braulio Baez <[BBaez@PSC.STATE.FL.US](mailto:BBaez@PSC.STATE.FL.US)>  
**Subject:** FW: Request for Oral Modifications, Docket No. 140156-TP

For you approval.

**From:** Beth Salak  
**Sent:** Friday, October 09, 2015 10:41 AM  
**To:** Lisa Harvey  
**Cc:** Kate Hamrick  
**Subject:** Request for Oral Modifications, Docket No. 140156-TP

I am requesting permission to make the following oral modifications to the recommendation filed in Docket No. 140156-TP, Item 8 on the October 13, 2015 Commission Agenda Conference.

Page 98, Issue 23A, B, and C, the last sentence of the first partial paragraph should be stricken

escrow account benefits both parties. Each party is protected financially during the dispute, and having the funds in escrow will provide an incentive to resolve disputes expeditiously. Also, because the threshold is \$15,000, small disputes may be withheld during the dispute. ~~Because both parties will benefit from an escrow provision, staff recommends that the costs for establishing and maintaining the escrow account be borne equally by the parties.~~

29i (17)

Page 110, Issue 19, part of the first sentence of the second paragraph from the bottom should be stricken:

Staff believes that ~~whether a dispute is a material breach or minor breach~~, the parties should strictly follow the Dispute Resolution Process in the ICA as the best method to resolve the dispute. Staff concurs with AT&T Florida's position that neither party should come before the Commission with a complaint alleging a violation of the ICA without first attempting to resolve the issue informally.

Page 250, Attachment A, Issue 2, Staff Recommendation Column should be changed from "~~AT&T Florida Proposed Language~~" to "~~No Additional Language~~"

Page 259, Attachment A, Issues 17ii and 17iii, Staff Recommendation Column should be changed from "~~AT&T Florida Proposed Language~~" to "~~CA Proposed Language~~"