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Commission Conference

October 13, 2015

Invocation and Pledge of Allegiance (1:22)

Commission Conference Called to Order (3:00)

Item #1 - Consent Agenda (3:15)

Item #2 - Docket #150169-EI Complaint by James DiGirolamo vs. Florida Power & Light Company (3:30)

Item #5 - Docket #150172-GU Petition for approval of amendments to special contract with Polk Power Partners, L.P., by Florida Division of Chesapeake Utilities Corporation (6:05)

Item #6 - Docket #150175-GU Petition for approval of amendment to special contract with Orange Cogeneration Limited Partnership, by Florida Division of Chesapeake Utilities (6:55)

Item #7 - Docket #150092-WS Request for approval of amendment to tariff for miscellaneous service changes by Marion Utilities, Inc. (7:34)

Item #3 - Docket #150185-EI Complaint by Erika Alvarez, Jerry Buechler, and Richard C. Silvestri against Florida Power & Light Company (8:29)

Item #4 - Docket #140217-WU Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc. (25:14)

Item #8 - Docket #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 (3:24:55)

Commission Conference Adjourned (3:28:38)

FLORIDA PUBLIC SERVICE COMMISSION

COMMISSION CONFERENCE AGENDA

CONFERENCE DATE AND TIME: Tuesday, October 13, 2015, 9:30 a.m.

LOCATION: Betty Easley Conference Center, Joseph P. Cresse Hearing Room 148

DATE ISSUED: October 2, 2015

NOTICE

Persons affected by Commission action on certain items on this agenda may be allowed to address the Commission, either informally or by oral argument, when those items are taken up for discussion at this conference. These items are designated by double asterisks (**) next to the agenda item number.

To participate informally, affected persons need only appear at the agenda conference and request the opportunity to address the Commission on an item listed on agenda. Informal participation is not permitted: (1) on dispositive motions and motions for reconsideration; (2) when a recommended order is taken up by the Commission; (3) in a rulemaking proceeding after the record has been closed; or (4) when the Commission considers a post-hearing recommendation on the merits of a case after the close of the record. The Commission allows informal participation at its discretion in certain types of cases (such as declaratory statements and interim rate orders) in which an order is issued based on a given set of facts without hearing.

See Rule 25-22.0021, F.A.C., concerning agenda conference participation and Rule 25-22.0022, F.A.C., concerning oral argument.

Conference agendas, staff recommendations, and vote sheets are available from the PSC website, <http://www.floridapsc.com>, by selecting *Conferences & Meeting Agendas* and *Commission Conferences of the FPSC*. Once filed, a verbatim transcript of the Commission Conference will be available from this page by selecting the conference date, or by selecting *Clerk's Office* and the Item's docket number (you can then advance to the *Docket Details* page and the Document Filings Index for that particular docket). An official vote of "move staff" denotes that the Item's recommendations were approved. If you have any questions, contact the Office of Commission Clerk at (850) 413-6770 or Clerk@psc.state.fl.us.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate at this proceeding should contact the Office of Commission Clerk no later than five days prior to the conference at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD), Florida Relay Service. Assistive Listening Devices are available at the Office of Commission Clerk, Gerald L. Gunter Building, Room 152.

The Commission Conference has a live video broadcast the day of the conference, which is available from the PSC website. Upon completion of the conference, the archived video will be available from the website by selecting *Conferences & Meeting Agendas*, then *Audio and Video Event Coverage*.

Table of Contents
Commission Conference Agenda
October 13, 2015

1**	Consent Agenda	1
2**PAA	Docket No. 150169-EI – Complaint by James DiGirolamo vs. Florida Power & Light Company.	6
3	Docket No. 150185-EI – Complaint by Erika Alvarez, Jerry Buechler, and Richard C. Silvestri against Florida Power & Light Company.	7
4**PAA	Docket No. 140217-WU – Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.	8
5**PAA	Docket No. 150172-GU – Petition for approval of amendments to special contract with Polk Power Partners, L.P., by Florida Division of Chesapeake Utilities Corporation.	13
6**PAA	Docket No. 150175-GU – Petition for approval of amendment to special contract with Orange Cogeneration Limited Partnership, by Florida Division of Chesapeake Utilities.	14
7**	Docket No. 150092-WS – Request for approval of amendment to tariff for miscellaneous service charges by Marion Utilities, Inc.	15
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.	17

ITEM NO.

CASE

1**	Consent Agenda				
PAA	A) Request for approval of transfer of ownership of Florida Hearing and Telephone Corporation d/b/a Florida Hearing and Telephone, holder of CLEC Certificate No. 8797, from Brooks Rule to Glenda Sue Harvison. <table><tr><td><u>DOCKET NO.</u></td><td><u>COMPANY NAME</u></td></tr><tr><td>150072-TX</td><td>Florida Hearing and Telephone Corporation d/b/a Florida Hearing and Telephone</td></tr></table>	<u>DOCKET NO.</u>	<u>COMPANY NAME</u>	150072-TX	Florida Hearing and Telephone Corporation d/b/a Florida Hearing and Telephone
<u>DOCKET NO.</u>	<u>COMPANY NAME</u>				
150072-TX	Florida Hearing and Telephone Corporation d/b/a Florida Hearing and Telephone				
PAA	B) Application for Certificate of Authority to Provide Local Telecommunications Service by Optical Communications, Inc. <table><tr><td><u>DOCKET NO.</u></td><td><u>COMPANY NAME</u></td></tr><tr><td>150173-TX</td><td>Optical Communications, Inc.</td></tr></table>	<u>DOCKET NO.</u>	<u>COMPANY NAME</u>	150173-TX	Optical Communications, Inc.
<u>DOCKET NO.</u>	<u>COMPANY NAME</u>				
150173-TX	Optical Communications, Inc.				

ITEM NO.

CASE

1**

Consent Agenda

(Continued from previous page)

- C) Docket No. 150188-EI – Application for authority to issue and sell securities during 12 months ending December 31, 2016, by Duke Energy Florida, LLC.

Application of Duke Energy Florida, Inc. (DEF or company) seeks authority to issue, sell or otherwise incur during 2016 up to \$1.5 billion of any combination of equity securities, long-term debt securities and other long-term obligations. The total excludes amounts related to the potential issuance of any nuclear-asset-recovery bonds (i.e., the potential debt securitization of Crystal River 3 regulatory asset), which will be addressed by the Commission in Docket No. 150171-EI. If approved by the Commission and executed, the nuclear asset-recovery bonds will not be issued through DEF; instead, they will be issued through a special purpose entity. Additionally, the company requests authority to issue, sell, or otherwise incur during 2016 and 2017 up to \$1.5 billion outstanding at any time of short-term debt securities and other obligations.

In connection with this application, DEF confirms that the capital raised pursuant to this application will be used in connection with the activities of DEF and not the unregulated activities of its unregulated subsidiaries or affiliates.

Staff has reviewed the company's projected capital expenditures. The amount requested by the company exceeds its expected capital expenditures. The additional amount requested exceeding the projected capital expenditures allows for financial flexibility with regard to unexpected events such as hurricanes, financial market disruptions, and other unforeseen circumstances. Staff believes the requested amounts are appropriate. Staff recommends DEF's petition to issue securities be approved.

ITEM NO.

CASE

1**

Consent Agenda

(Continued from previous page)

- D) Docket No. 150190-EI – Application for authority to issue and sell securities during calendar year 2016, pursuant to Section 366.04, F.S., and Chapter 25-8, F.A.C., by Florida Power & Light Company.

Florida Power & Light Company (FPL or company) seeks authority to issue and sell and/or exchange any combination of long-term debt and equity securities and/or to assume liabilities or obligations as guarantor, endorser, or surety in an aggregate amount not to exceed \$6.1 billion during calendar year 2016. In addition, FPL seeks permission to issue and sell short-term securities during calendar years 2016 and 2017 in an amount or amounts such that the aggregate principal amount of short-term securities outstanding at the time of and including any such sale shall not exceed \$4.0 billion.

In connection with this application, FPL confirms that the capital raised pursuant to the application will be used in connection with the activities of FPL and FPL's regulated subsidiaries and not the unregulated activities of FPL or its unregulated subsidiaries or affiliates.

Staff has reviewed the company's projected capital expenditures. The amount requested by the company exceeds its expected capital expenditures. The additional amount requested exceeding the projected capital expenditures allows for financial flexibility with regards to unexpected events such as hurricanes, financial market disruptions and other unforeseen circumstances. Staff believes the requested amounts are appropriate. Staff recommends FPL's petition to issue securities be approved.

ITEM NO.

CASE

1**

Consent Agenda

(Continued from previous page)

- E) Docket No. 150194-EI – Application for authority to issue and sell securities for 12 months ending December 31, 2016, by Tampa Electric Company.

Tampa Electric Company (Tampa Electric or company) seeks the authority to issue, sell and/or exchange equity securities and issue, sell, exchange and/or assume long-term or short-term debt securities and/or to assume liabilities or obligations as guarantor, endorser, or surety during calendar year 2016. The company also seeks authority to enter into interest rate swaps or other derivative instruments related to debt securities during calendar year 2016. The amount of all equity and long-term debt securities issued, sold, exchanged or assumed and liabilities and obligations assumed or guaranteed as guarantor, endorser, or surety will not exceed in the aggregate \$1.5 billion during calendar year 2016, including any amounts issued to retire existing long-term debt securities. The maximum amount of short-term debt outstanding at any one time will be \$1.0 billion during calendar year 2016. This application is for both Tampa Electric and its local gas distribution division, Peoples Gas System.

In connection with this application, the company confirms that the capital raised pursuant to this application will be used in connection with the activities of the company's regulated electric and gas divisions and not the unregulated activities of the utilities or their affiliates.

Staff has reviewed the company's projected capital expenditures. The amount requested by the company exceeds its expected capital expenditures. The additional amount requested exceeding the projected capital expenditures allows for financial flexibility with regards to unexpected events such as hurricanes, financial market disruptions, and other unforeseen circumstances. Staff believes the requested amounts are appropriate. Staff recommends Tampa Electric's petition to issue securities be approved.

ITEM NO.

CASE

1**

Consent Agenda

(Continued from previous page)

- F) Docket No. 150195-EI – Application for authority to issue and sell securities and to receive common equity contributions during twelve months ending December 31, 2016, by Gulf Power Company.

Gulf Power Company (Gulf Power or company) seeks authority to receive equity funds from and/or to issue common equity securities to its parent company, Southern Company (Southern); issue and sell long-term debt and equity securities; and issue and sell short-term debt securities during 2016. The amount of common equity contributions received from and issued to Southern, the amount of other equity securities issued, and the maximum principal amount of long-term debt securities issued will total not more than \$600 million. The maximum principal amount of short-term debt at any one time will total not more than \$500 million.

In connection with this application, Gulf Power confirms that the capital raised pursuant to this application will be used in connection with the regulated electric operations of Gulf Power and not the unregulated activities of the utility or its affiliates.

Staff has reviewed the company's projected capital expenditures. The amount requested by the company exceeds its expected capital expenditures. The additional amount requested exceeding the projected capital expenditures allows for financial flexibility with regards to unexpected events such as hurricanes, financial market disruptions and other unforeseen circumstances. Staff believes the requested amounts are appropriate. Staff recommends Gulf Power's petition to issue securities be approved.

Recommendation: The Commission should approve the actions requested in the dockets referenced above. Docket Nos. 150072-TX and 150173-TX should be closed. For monitoring purposes, Docket Nos. 150188-EI, 150190-EI, 150194-EI and 150195-EI should remain open until April 28, 2017, to allow the companies time to file the required Consummation Reports.

ITEM NO.

CASE

2**PAA

Docket No. 150169-EI – Complaint by James DiGirolamo vs. Florida Power & Light Company.

Critical Date(s): None

Commissioners Assigned: All Commissioners

Prehearing Officer: Administrative

Staff: GCL: Leathers, Crawford

CAO: Forsman, Valdez De Gonzalez

ECO: Ollila

Issue 1: Should the Commission grant FPL's Motion to Dismiss Complaint?

Recommendation: No. While Mr. DiGirolamo's complaint does not comply with technical pleading rules, the Commission has significant information before it upon which it can make a decision on the substance of the complaint.

Issue 2: What is the appropriate disposition of Mr. DiGirolamo's complaint?

Recommendation: Mr. DiGirolamo's formal complaint should be denied and he should pay any outstanding account balance. It appears that Mr. DiGirolamo's account was properly billed in accordance with FPL's tariffs along with Commission rules and statutes. Furthermore, it does not appear that FPL has violated any jurisdictionally applicable provision of the Florida Statutes, the Florida Administrative Code, or its tariff in the handling of Mr. DiGirolamo's account.

Issue 3: Should this docket be closed?

Recommendation: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order.

ITEM NO.

CASE

3

Docket No. 150185-EI – Complaint by Erika Alvarez, Jerry Buechler, and Richard C. Silvestri against Florida Power & Light Company.

Critical Date(s): None

Commissioners Assigned: All Commissioners

Prehearing Officer: Edgar

Staff: GCL: Corbari, Lherisson

ECO: Harlow, Margolis

IDM: Marr

(Motion to Dismiss - Oral Argument Not Requested - Participation at Commission's Discretion.)

Issue 1: Should Florida Power & Light Company's Motion to Dismiss be granted?

Recommendation: Yes. Staff recommends that the Commission grant FPL's Motion to Dismiss and dismiss the complaint without prejudice because the complaint fails to demonstrate a cause of action upon which the requested relief may be granted.

Issue 2: Should this docket be closed?

Recommendation: No. If the Commission agrees with staff regarding Issue 1, then Petitioners' complaint should be dismissed without prejudice, and Petitioners should be permitted to file an amended complaint. Should Petitioners fail to timely file an amended complaint, the docket should be administratively closed.

ITEM NO.

CASE

4**PAA

Docket No. 140217-WU – Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.

Critical Date(s): 04/18/16 (15-Month Effective Date (SARC))

Commissioners Assigned: All Commissioners

Prehearing Officer: Edgar

Staff: AFD: Galloway, Fletcher, Smith

ECO: Hudson, Thompson

ENG: Mtenga, Vickery

GCL: Ames, Corbari

(Proposed Agency Action Except for Issue Nos. 10, 12, and 17.)

Issue 1: Is the quality of service provided by the Utility satisfactory?

Recommendation: No. Due to the improper issuance of boil water notices and the same violations in both the 2012 and 2015 DEP sanitary surveys, staff recommends that the overall quality of service for the Cedar Acres water system in Sumter County is unsatisfactory. In addition, staff recommends a decrease to the President's salary as discussed in Issue 6 of this recommendation.

Issue 2: What is the used and useful percentage of Cedar Acres' water treatment plant and water distribution system?

Recommendation: Cedar Acres' water treatment plant and water distribution system should be considered 100 percent used and useful (U&U). There is zero excessive unaccounted for water (EUW), therefore, no adjustment to chemicals and purchased power expense is recommended.

Issue 3: What is the appropriate average test year rate base for Cedar Acres?

Recommendation: The appropriate average test year rate base for Cedar Acres is \$64,137.

Issue 4: What is the appropriate rate of return on equity and overall rate of return for Cedar Acres?

Recommendation: The appropriate return on equity (ROE) is 8.74 percent with a range of 7.74 percent to 9.74 percent. The appropriate overall rate of return is 8.74 percent.

Issue 5: What are the appropriate test year revenues for the utility's water system?

Recommendation: The appropriate test year revenues for Cedar Acres' water system are \$35,451.

Issue 6: What is the appropriate amount of operating expense?

Recommendation: The appropriate amount of operating expense for Cedar Acres is \$106,003.

ITEM NO.

CASE

4**PAA

Docket No. 140217-WU – Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.

(Continued from previous page)

Issue 7: Should the Commission utilize the operating ratio methodology as an alternative means to calculate the revenue requirement for Cedar Acres, and, if so, what is the appropriate margin?

Recommendation: Yes, the Commission should utilize the operating ratio methodology for calculating revenue requirement for Cedar Acres. The margin should be 10 percent of O&M expenses.

Issue 8: What is the appropriate revenue requirement?

Recommendation: The appropriate revenue requirement is \$115,423.

Issue 9: What are the appropriate rate structure and rates for Cedar Acres' water system?

Recommendation: The recommended rate structure and monthly water rates are shown on Schedule Nos. 4-A and 4-B of staff's memorandum dated October 1, 2015. The utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The utility should provide proof of the date notice was given within 10 days of the date of the notice.

Issue 10: What is the appropriate amount by which rates should be reduced in four years after the published effective date to reflect the removal of the amortized rate case expense as required by Section 367.0816 F.S.?

Recommendation: The water rates should be reduced as shown on Schedule No. 4-B of staff's memorandum dated October 1, 2015, to remove rate case expense grossed up for regulatory assessment fees and amortized over a four-year period. The decrease in rates should become effective immediately following the expiration of the four-year rate case expense recovery period, pursuant to Section 367.0816, F.S. Cedar Acres should be required to file revised tariffs and a proposed customer notice setting forth the lower rates and the reason for the reduction no later than one month prior to the actual date of the required rate reduction. If the utility files this reduction in conjunction with a price index or pass-through rate adjustment, separate data should be filed for the price index and/or pass-through increase or decrease and the reduction in the rates due to the amortized rate case expense.

Issue 11: What are the appropriate amount, terms, and conditions for the escrow account established for the meter replacement program?

Recommendation: The utility should be required to escrow \$960 every two months. The appropriate terms and conditions of the escrow account are set forth in the analysis portion of staff's memorandum dated October 1, 2015.

ITEM NO.

CASE

4**PAA

Docket No. 140217-WU – Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.

(Continued from previous page)

Issue 12: Should the recommended rates be approved for the utility on a temporary basis, subject to refund, in the event of a protest filed by a party other than the utility?

Recommendation: Yes. Pursuant to Section 367.0814(7), F.S., the recommended rates should be approved for the utility on a temporary basis, subject to refund, in the event of a protest filed by a party other than the utility. Cedar Acres should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the temporary rates should not be implemented until staff has approved the proposed notice, and the notice has been received by the customers. Prior to implementation of any temporary rates, the utility should provide appropriate security. If the recommended rates are approved on a temporary basis, the rates collected by the utility should be subject to the refund provisions discussed below in the analysis portion of staff's memorandum dated October 1, 2015. In addition, after the increased rates are in effect, pursuant to Rule 25-30.360(1), F.A.C., the utility should file reports with the Commission Clerk's Office bi-monthly, no later than the 20th of the billing month, indicating the monthly and total amount of money subject to refund at the end of the preceding billing period. The report filed should also indicate the status of the security being used to guarantee repayment of any potential refund.

Issue 13: Should Cedar Acres' request to implement a \$5 late payment charge be approved?

Recommendation: Yes. Cedar Acres' request to implement a \$5 late payment charge should be approved. Cedar Acres should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective for services rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

Issue 14: What are the appropriate initial customer deposits for Cedar Acres?

Recommendation: The appropriate initial customer deposit should be \$60 for the residential 5/8" x 3/4" meter size. The initial customer deposit for all other residential meter sizes and all general service meter sizes should be two times the average estimated bill for water. The utility should file revised tariff sheets consistent with the Commission's vote. The approved customer deposits should be effective for connections made on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475, F.A.C. The utility should be required to collect the approved initial customer deposits until authorized to change them by the Commission in a subsequent proceeding.

ITEM NO.

CASE

4**PAA

Docket No. 140217-WU – Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.

(Continued from previous page)

Issue 15: Should Cedar Acres' request for violation reconnection charges be approved?

Recommendation: Yes. Cedar Acres' request for violation reconnection charges of \$80 for normal hours and \$105 for after hours should be approved. Cedar Acres should be required to file a proposed customer notice to reflect the Commission-approved charges. The approved charges should be effective for services rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charges should not be implemented until staff has approved the proposed customer notice. The utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

Issue 16: Should Cedar Acres be authorized to collect Non-Sufficient Funds (NSF) charges?

Recommendation: Yes. Cedar Acres should be authorized to collect NSF charges. Staff recommends that Cedar Acres revise its tariffs to reflect the NSF charges currently set forth in Sections 68.065 and 832.08(5), F.S. The NSF charges should be effective on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475(1), F.A.C. Furthermore, the charges should not be implemented until staff has approved the proposed customer notice. The utility should provide proof of the date the notice was given within 10 days of the date of the notice.

Issue 17: Should the utility be required to provide proof, within 90 days of an effective order finalizing this docket, that it has adjusted its books for all the applicable National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA) associated with the Commission-approved adjustments?

Recommendation: Yes. To ensure that the utility adjusts its books in accordance with the Commission's decision, Cedar Acres should provide proof, within 90 days of the final order in this docket, that the adjustments to all the applicable NARUC USOA accounts have been made to the utility's books and records. The utility's support documentation should include a list, by issue, of all Commission ordered adjustments and a reference to where the corresponding bookkeeping entries can be found in the general ledger that is provided. In an effort to assist the utility in its requirement, Attachment A of staff's memorandum dated October 1, 2015, provides a breakdown by primary account for plant and accumulated depreciation that reflects the year-end balances at September 30, 2014. In the event the utility needs additional time to complete the adjustments, notice should be provided within 7 days prior to deadline. Upon providing good cause, staff should be given administrative authority to grant an extension of up to 60 days.

ITEM NO.

CASE

4**PAA

Docket No. 140217-WU – Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.

(Continued from previous page)

Issue 18: Should this docket be closed?

Recommendation: No. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order will be issued. The docket should remain open for staff's verification that the revised tariff sheets and customer notice have been filed by the utility and approved by staff. Also, the docket should remain open to allow staff to monitor the escrow account and the meter replacement program. Once the above actions are completed this docket will be closed administratively.

ITEM NO.

CASE

5**PAA

Docket No. 150172-GU – Petition for approval of amendments to special contract with Polk Power Partners, L.P., by Florida Division of Chesapeake Utilities Corporation.

Critical Date(s): None

Commissioners Assigned: All Commissioners

Prehearing Officer: Patronis

Staff: ECO: Ollila

GCL: Mapp

Issue 1: Should the Commission approve the amendments to the special contracts between Chesapeake and Polk?

Recommendation: Yes, the Commission should approve the amendments because they allow Chesapeake to continue its relationship with Polk through August 2024, prevent bypass, and establish a rate that covers the incremental cost of service, thereby benefiting Chesapeake's general body of ratepayers.

Issue 2: Should this docket be closed?

Recommendation: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order.

ITEM NO.

CASE

6**PAA

Docket No. 150175-GU – Petition for approval of amendment to special contract with Orange Cogeneration Limited Partnership, by Florida Division of Chesapeake Utilities.

Critical Date(s): None

Commissioners Assigned: All Commissioners

Prehearing Officer: Edgar

Staff: ECO: Ollila

GCL: Villafrate

Issue 1: Should the Commission approve the amendment to the contract between Chesapeake and Orange?

Recommendation: Yes, the Commission should approve the amendment because it allows Chesapeake to continue its relationship with Orange through December 2025, prevent bypass, and establish a rate that covers the incremental cost of service, thereby benefiting Chesapeake's general body of ratepayers.

Issue 2: Should this docket be closed?

Recommendation: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order.

ITEM NO.

CASE

7**

Docket No. 150092-WS – Request for approval of amendment to tariff for miscellaneous service charges by Marion Utilities, Inc.

Critical Date(s): 11/13/15 (8-Month Effective Date)

Commissioners Assigned: All Commissioners

Prehearing Officer: Administrative

Staff: ECO: Thompson

GCL: Janjic

Issue 1: Should Marion's request to amend its miscellaneous service charges be approved?

Recommendation: Yes. Marion's request to amend its miscellaneous service charges should be approved. Marion should be required to file a proposed customer notice to reflect the Commission-approved charges. The approved charges should be effective for services rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), Florida Administrative Code (F.A.C.). In addition, the approved charges should not be implemented until staff has approved the proposed customer notice. The utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

Issue 2: What are the appropriate initial customer deposits for Marion Utilities, Inc.?

Recommendation: The appropriate initial customer deposits for water and wastewater should be \$55 for the residential 5/8" x 3/4" meter size. The initial customer deposit for all other residential meter sizes and all general service meter sizes should be two times the average estimated bill. The utility should file revised tariff sheets consistent with the Commission's vote. The approved customer deposits should be effective for connections made on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475, F.A.C. The utility should be required to collect the approved initial customer deposits until authorized to change them by the Commission in a subsequent proceeding.

Issue 3: Should the utility's requested meter tampering charge be approved?

Recommendation: Yes. Marion's request to implement a \$50 meter tampering charge should be approved. The charge should be effective for services rendered on or after the stamped approval date on the tariff, pursuant to Rule 25-30.475, F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The utility should provide proof of the date notice was given within 10 days of the date of the notice.

ITEM NO.

CASE

7**

Docket No. 150092-WS – Request for approval of amendment to tariff for miscellaneous service charges by Marion Utilities, Inc.

(Continued from previous page)

Issue 4: Should the Commission approve Marion’s request to implement a convenience charge for customers who opt to pay their water or wastewater bill by debit or credit card?

Recommendation: Yes. Marion’s request to implement a convenience charge of \$2.50 for customers who opt to pay their water or wastewater bill by debit or credit card should be approved. The charge should be effective for services rendered on or after the stamped approval date on the tariff, pursuant to Rule 25-30.475, F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The utility should provide proof of the date notice was given within 10 days of the date of the notice.

Issue 5: Should Marion be authorized to collect Non-Sufficient Funds (NSF) charges?

Recommendation: Yes. Marion should be authorized to collect NSF charges. Staff recommends that Marion revise its tariffs to reflect the NSF charges currently set forth in Sections 68.065 and 832.08(5), F.S. The NSF charges should be effective on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475(1), F.A.C. Furthermore, the charges should not be implemented until staff has approved the proposed customer notice. The utility should provide proof of the date the notice was given within 10 days of the date of the notice.

Issue 6: Should this docket be closed?

Recommendation: No. The docket should remain open pending staff’s verification that the revised tariff sheets and customer notice have been filed by the utility and approved by staff. If a protest is filed within 21 days of the issuance date of the Order, the tariff should remain in effect with the charge held subject to refund pending resolution of the protest. If no timely protest is filed, a consummating order should be issued and, once staff verifies that the notice of the charge has been given to customers, the docket should be administratively closed.

ITEM NO.

CASE

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.

Critical Date(s): None

Commissioners Assigned: Brisé, Brown, Patronis

Prehearing Officer: Brisé

Staff: TEL: Curry, Bates, Beard, Casey, Deas, Flores, Fogleman, Hawkins, Long, Salak, Williams

GCL: Tan, Ames

(Post-Hearing Decision - Participation is Limited to Commissioners and Staff.)

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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 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.

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.

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.

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.

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.

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.

ITEM NO.

CASE

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.

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.

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.

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.

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.

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.

Agenda for
Commission Conference
October 13, 2015

ITEM NO.

CASE
