

Questions for Consultation		Response
Non-discriminatory provision of service to attachers		
1	Do you agree with the proposal to require DataLink to ensure that all third-party utilities (i.e. other than DataLink) who attach communications cables to the communications space on CUC utility poles do so on non-discriminatory terms and conditions? If not, explain in detail the reasons why. Please also indicate changes, if any, you suggest should be made to the proposed requirement.	Yes - Logic agrees with this proposal.
Self-Provision of Service		
2	Do you agree with the proposal to require DataLink to provide its pole attachment services to all attaching utilities on rates, terms and conditions that are no less favourable than the rates, terms and conditions as DataLink provides the same services to itself? If not, explain in detail the reasons why. Please also indicate changes, if any, you suggest should be made to the proposed requirement.	Yes - Logic agrees with this proposal.
Responding to Permit Applications		
3	Do you agree with the proposal that applicants be required to provide a properly-completed Pre-Permit Survey with their applications for a permit to attach a communications cable to a CUC utility pole? If not, explain in detail the reasons why. Please also indicate changes, if any, you suggest should be made to the proposed requirement.	Yes - Logic agrees with this proposal.
4	If applicants were to be required to provide a properly-completed Pre-Permit Survey with their applications for a permit to attach a communications cable to a CUC utility pole, what would be, in your view, the impact on time required to provide a quotation to the applicant? Explain in detail the basis for your view.	Logic's view is that if applicants are required to provide properly-completed Pre-Permit Surveys with their applications for a permit to attach, this would likely speed up the processing time for permits by DataLink. This assumes that a standard form of Pre-Permit Survey will be completed by each applicant, submitted in a standard agreed manner and that the Pre-Permit Survey will cover the necessary information required by DataLink to properly determine the feasibility of an application for a permit to attach. At present, there is back and forth between the applicant and DataLink for information regarding applications for a permit to attach which is time consuming and slows down processing time. It is worth also noting however that any requirement to provide a properly-completed Pre-Permit Survey by an applicant will likely result in increased costs to the applicant regarding such applications which should be taken into consideration (especially with regards Make-Ready Costs).
Responding to Quotations		
5	Do you agree with the proposal that Attaching Utilities should be required to accept, reject or otherwise respond to estimates of the Make-Ready Work charges necessary to accommodate the Attaching Utility's attachment within a specific period of time following delivery of the estimate by DataLink? If not, explain in detail the reasons why you disagree. Please also indicate changes, if any, you suggest should be made to the proposed requirement.	Yes - Logic agrees with this proposal.
6	What period of time should Attaching Utilities be given in order to accept, reject or otherwise respond to estimates delivered by DataLink?	Logic's view is that the period of time granted to Attaching Utilities to respond to such estimates should correlate to the volume of estimates under consideration. For example, a response period of 14 calendar days for up to 50 estimates.

7	What specific changes to the terms of the Pole Sharing Agreement would you propose to implement this proposal, if it were adopted as a determination following consultation?		Inclusion of a clear timetable of response times corresponding to volume of estimates received should be included in the Pole Sharing Agreements. The Pole Sharing Agreements should also include a timeline for next steps and timeframes in the event that an Attaching Utility rejects or otherwise responds to an estimate (i.e. if the Attaching Utility raises queries or disagreements with the estimate, there should be a clear pathway to resolution).
Treatment of Batches of Poles			
8	Do you agree with the proposal that all permits issued for poles included in the same batch application be given the same effective date, irrespective of when the pole is actually ready and available for attachment, unless the applicant requests otherwise? If not, explain in detail the reasons why you disagree. Please also indicate changes, if any, you suggest should be made to the proposed requirement.		No, Logic does not agree with this proposal. Logic's view is that permits issued for poles included in the same batch application should not be given the same effective date, regardless whether the pole is ready and available for attachment, unless the applicant requests otherwise. Logic's position is that generally, where certain poles in a batch application are ready and available for attachment, the batch application should be split into 'ready and available poles' and 'unavailable poles' for which applications may be taking longer to process. 'Unavailable poles' should be separated into a new batch for processing and should not delay the approval process for 'ready and available poles'. This would grant the applicant better visibility as to the progress of its applications and allow it to start doing preparatory work (as required) in respect of poles for which applications have been granted rather than having to wait for the entire batch to be approved (which may take significant time).
9	What specific changes to the terms of the Pole Sharing Agreement would you propose to implement this proposal, if it were adopted as a determination following consultation?		If Logic's position as outlined above in response to Question 8 were adopted, the Pole Sharing Agreements would need to be revised to reflect the concept of 'ready and available poles' and 'unavailable poles'. Clear perimeters of what an applicant would be permitted to do (i.e. in terms of preparatory work) in respect of 'ready and available poles' for which permits had been issued would need to be considered and included, together with a timeframe for response times on 'unavailable poles' which had been broken into a separate batch.
Provisional versus Full Permits			
10	Do you agree with the Office's preliminary view that it should not require changes to the permit application process and to the Pole Sharing Agreements to include the provision of a "Pre-Approved Permit" prior to the issuance of a "Full Permit"?		Yes, Logic agrees with the Office's preliminary view that it should not require changes to the permit application process and to the Pole Sharing Agreements to include the provision of a "Pre-Approved Permit" prior to the issuance of a "Full Permit".
11	If not, explain in detail the reasons why you disagree, and describe in detail how the changes proposed by DataLink would promote an efficient, economic and harmonised utilisation of infrastructure on Grand Cayman.		N/A
Form of Permit			
12	Do you agree with the Office's proposal to direct DataLink to investigate the creation of an online portal or system for the submission of pole attachment permit applications and the issuance of pole attachment permits? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
13	If you agree with the Office's proposal to direct DataLink to investigate the creation of an online portal or system for the submission of pole attachment permit applications and the issuance of pole attachment permits, what should be the requirements and scope of such a system?		The online portal or system for the submission of pole attachment permit applications should follow a standard form and include the following information to allow DataLink to process the request efficiently: Pole number, Pole status (red or green, as defined in the Logic MOU), type of pole (high voltage, service drop, main line, street light, etc), age of pole, any current attachments as well as the ability to apply for pole(s) permit and ability to describe what the applicant plans on attaching.

14	Do you agree with the Office's proposal to direct DataLink to investigate the creation of an online database containing relevant information on CUC utility poles managed by DataLink? If not, explain in detail the reasons why you disagree		Yes - Logic agrees with this proposal.
15	If you agree with the Office's proposal to direct DataLink to investigate the creation of an online database containing relevant information on CUC utility poles managed by DataLink, what should be the requirements and scope of such a system? In particular, what information in relation to CUC utility poles should be included and which persons should have access to the database?		This online database should cover existing and forecasted CUC utility poles managed by DataLink. For both existing and forecasted poles, the following information should be included: if the pole is green or red (as defined in the Logic MOU) (if red then the reason why the pole is red), pole number, pole GPS, operators currently attached on pole, high voltage, low voltage, height of pole and clearance space from power lines, service pole, age of pole, how many anchors on pole and whether the pole is located on private or public property. The database should be updated quarterly to reflect forecasted poles as necessary. With regards the persons who should have access to the database, Logic's view is that each Attaching Utility should have access via dedicated log-in details to be provided by DataLink to such utility.
16	Do you agree the Office has the jurisdiction under sections 6 and 62 of the URC Act to require DataLink to investigate the creation of an online portal or system for the submission of pole attachment permits and/or the creation of an online database containing relevant information on CUC utility poles managed by DataLink?		Yes - Logic agrees the Office has jurisdiction under sections 6 and 62 of the URC Act .
Scope of Permit			
17	Do you agree with the Office's proposal to modify the Pole Sharing Agreements to include a more explicit condition in contract that <i>any</i> changes to the communications facilities authorised to be attached to a pole under a permit <i>must</i> be reviewed by DataLink under the permit application process before the change is made? If not explain in detail the reasons why you disagree.		Logic does not agree with the Office's proposal to modify the agreements to include this more explicit condition. Logic's view is that a distinction should be made regarding material and non-material changes together with clarity on what would be considered an "authorized" vs an "unauthorized" attachment. Otherwise there is a risk that the process of making attachments to poles will be severely hampered where it such delayed would be unnecessary given the materiality of the change. Logic suggests that a notification of a non-material change rather than a requirement for a review under the permit application process would be more appropriate. If a review under the permit application process is required for a "material" change, then a clear timeframe for such review would need to be set out within the agreement.
18	Do you agree with the Office's proposal to require Attachers to report to dataLink all unauthorised attachments that have not yet come to the attention of DataLink, and must refrain from all future unauthorised attachments? If not, explain in detail the reasons why you disagree.		Logic agrees with this proposal in principle and has assumed that the Office is proposing that Attachers in this case are being required to report on their own unauthorised attachments. However, Logic notes that in order for this proposal to be effective, there must be a clear definition within the agreements of what constitutes an "unauthorized attachment", a timeframe for such reporting as well as robust system for enforcement or penalty for failure or breach of such reporting obligations.
19	Do you agree with the Office's proposal to require DataLink to review each unauthorised attachment that comes to its attention, determine the make-ready work that would have been required if the attacher in question had properly applied for a permit for the attachment under the Pole Sharing Agreement, and invoice the attacher the applicable make-ready work charges? If not, explain in detail the reasons why you disagree.		Yes - Logic agrees with this proposal.
20	Do you agree that the requirements should apply only to unauthorised attachments made after a final determination in this proceeding, or do you consider that they should apply to all unauthorised attachments, irrespective of when they were made or discovered? If the latter, describe in detail the power or jurisdiction that the Office would exercise in order to require retrospective adjustments to make-ready work charges.		Yes - Logic agrees that the requirements should apply only to unauthorised attachments made after a final determination in this proceeding.

21	Are there other remedies that the Office should consider instead, such as mandatory removal of all unauthorized attachments? If yes, describe in detail the advantages or disadvantages of such other remedies uncluding, without limitation, the impact on existing services provided to consumers.		Logic's view is that mandatory removal of unauthorized attachments may have a detrimental impact on existing services provided to customers. Mandatory removal should only be required where such unauthorized attachments pose a risk to public safety or the safety of the ICT infrastruture. Instead, Logic suggests that the Office could consider financial penalties for such unauthorized attachments.
22	Should different considerations apply to unauthorised attachments made by ICT licensees outside of the communications space. For example, in light of the danger to the safety and security of persons and of the electricity network, should they be subject to mandatory removal and/or to review under section 91 of the URC Act with a view to possible levying of administrative fines?		Yes, such unauthorised attachments should be subject to removal and/or possible levying of administrative fines if they pose a danger to the safety/security of persons and/or the electricity network.
23	In light of the current limit of one Attachment per Assigned Space set out in Appendix C of the Pole Sharing Agreements, what process do you consider should apply when an Attacher seeks to replace an existing communications facility on a pole with a new facility, without interrupting service to consumers?		Having regard to the existing Pole Sharing Agreements, where an Attacher seeks to replace an existing communications facility on a pole with a new facility, without interrupting service to consumers, Logic is of the view that such a replacement would not necessarily require a permit (and by extension, the permit approval process as set out in the Pole Sharing Agreements) depending on the nature of the "new facility" and the impact that this will have on the pole (i.e. windload). Where the new facility results in an increase in the windload of the pole, then the process as currently set out in the Pole Sharing Agreements for new facilities should apply, regardless of whether there is any interruption to consumer service. Where there is a like-for-like change or a reduction in windload, and assuming no interruption to service of consumers, Logic is of the view that only a notification to DataLink that the Attacher will be replacing the existing communications facility (with supporting evidence to be provided to DataLink at the time of notification and confirmation of the length of time the additional cable will be on during the pole(s) for the change out to take place) should be required.
Timely Exercise of Access Rights			
24	Do you agree with the Office's proposal to ensure a permit to attach remains effective unless the right to attach contained in that permit is not exceeded within no less than 200 calendar days after the date all permits in the same batch of poles have been issued? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
25	Should the duration of the period to exercise the right to attach remain 200 calendar days or should it be modified? If so, what should be the new period to exercise the right to attach? Explain in detail why and, in particular, how changing the period to exercise might promote an efficient, economic and harmonised utilisation of infrastructure.		Assuming no change to the principles which apply to the Assigned Space set out in Appendix C of the Pole Sharing Agreements, Logic does not believe any modification of the period to exercise the right to attach is required.
26	Alternatively, should Article IV.F be removed from the Pole Sharing Agreements? Explain in detail why and, in particular, how removing Article IV.F might promote an efficient, economic and harmonised utilisation of infrastructure.		No, Logic does not believe Article IV.F should be removed.
Exchange of Forecasts			
27	Do you agree with the Office's proposal attaching utilities be required to the Owner Utility (DataLink or CUC, as applicable) periodic forecasted attachment requirements over the next three-year period? If not, explain in detail why you disagree.		Logic suggests that 3 years is probably too long of a time period as priorities change.
28	How often should attaching utilities be required to provide the forecasts if any, and at what level of geographic specificity?		Logic proposes that attaching utilities be required to update the forecasts at a minimum of twice yearly with district or community level specificity for forecasts.
29	Should such forecasts, if any, include only new attachments, or should all attachments be included?		New attachments only.

30	Should the forecasts, if any, be binding?		No, forecasts should not be binding.
31	In light of the fact that DataLink also competes with the other attachers as an ICT licensee, what measures should be implemented, if any, in order to protect the confidential and commercially-sensitive information of the other attachers?		Appropriate separation and storage of build out information provided by each attacher to DataLink in connection with the pole permit application would be required to protect the legitimate commercial interests of the relevant attacher.
Right to Perform Work (Pre-Permit Surveys)			
32	Do you agree with the Office's proposal that DataLink permit attaching utilities to perform pre-permit surveys prior to submitting pole attachment applications to DataLink? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
33	Do you agree with the Office's proposal that these pre-permit surveys would consist of visual surveys only and may be subject to reasonable terms and conditions such as a requirement to give DataLink reasonable advance notice of an intent to carry out a pre-permit survey? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
34	Do you agree with the Office's proposal that DataLink publish the information it reasonably requires from a pre-permit survey in order for DataLink to process an application for a pole attachment permit? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
35	Do you agree with the Office's proposal DataLink provide training at a reasonable cost to the persons proposing to do the Pre-Permit Surveys, and carry out a verification process to verify compliance with the requirements? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
36	Do you agree with the Office's proposal that DataLink maintain an up-to-date list of all CUC poles, which shall include information on the X and Y coordinates, height, CUC pole number or equivalent information, and size of communications space (where known) of each such pole, and shall provide the list upon request to ICT licensees who have executed a master joint use pole sharing agreement with DataLink? If not explain in detail why you disagree.		Yes - Logic agrees with this proposal.
Right to Perform Work (Make-Ready Work)			
37	Do you agree with the Office's proposal that DataLink be required to permit third parties to perform make-ready work, including make-ready work in the electrical space or involving electrical facilities on the utility pole, provided certain conditions are satisfied? If not, explain in detail why you disagree.		Yes - Logic agrees with this proposal.
38	Are the proposed conditions appropriate? Are there other relevant considerations that the Office should consider?		Yes - Logic agrees that the proposed conditions are appropriate and has no further input regarding additional relevant considerations for the Office to consider.
Pre-Conditions for Pole Swaps / Replacements			

39	Do you agree with the Office's proposal that upon receipt of a request to attach to a CUC utility pole, DataLink should replace the pole with one capable of accommodating up to four attachers, and that the costs of pole replacement should be shared by all attachers who have included the pole in their attachment demand forecasts? If not, explain in detail why not.		Yes - Logic generally agrees with this proposal. Logic does note however that consideration must be given to instances whereby forecasts of attachers change and/or where attachers subsequently include such poles in their forecasting, where costs have already been paid by proposed attachers (i.e. refund calculation processes).
40	In your view, does the Office has power to <u>mandate</u> such a solution under the current ICT Act and Regulations? Provide your reasoning in detail.		Yes - in Logic's view, the Office has the power to mandate such a solution under the Act and Regulations, specifically pursuant to Section 9 of the ICT Act.
41	In your view, can the parties (Owner Utilities and Attaching Utilities) <u>agree</u> to such a solution, in the event the Office does not have the power to mandate such a solution under the current ICT Act and Regulations? Provide your reasoning in detail.		Logic assumes for the purposes of this question, the Office is referring to mutual commercial agreement between the parties the proposal set out at Question 39. Logic does not believe that the parties can agree to such a solution. Each party has differing commercial interests, motivations and commitments and as such, Logic does not believe that all parties will be able to come to a mutual agreement.
42	Do you agree with the Office's alternative proposals that DataLink should first attempt to accommodate all attachment requests within the existing communications space before replacing the pole with a pole with can accommodate up to four attachers, that in such a case the requester should pay for the cost of replacing the pole with one that can accommodate up to four attachers, <u>provided</u> that, if a pole was installed between 1996 and 2016 and does not have a 1-foot 8-inch communications space, DataLink should bear half the cost of replacing the pole <u>unless</u> dataLink can demonstrate that Flow declined future use of the pole in question under the terms of the 1996 CUC-Flow Pole Sharing Agreement? If not, explain in detail why not.		Logic does agree that DataLink should first attempt to accommodate all attachment requests within the existing communications space taking into consideration the forecasting proposals above which would allow DataLink generally to determine capacity on such poles, prior to replacing such pole. Logic does not agree that a requestor should pay for the cost of replacing a pole with one which can accommodate up to four attachers (assuming the relevant existing pole does not have appropriate space). In such a case, Logic believes the approach at Question 39 (i.e. DataLink's replacement of the relevant pole with costs to be shared) should be adopted.
Standard Poles			
43	Do you agree with the Office's preliminary view that it should not propose for consultation a revised definition of "standard utility pole"?		Yes - Logic agrees with this preliminary view (on the basis that any new definition would have significant implications on the apportionment of costs associated with installing such poles)
44	If not, explain in detail the reasons why you disagree, provide a revised definition of a "standard utility pole", and describe in detail how the application of that revised definition would promote an efficient, economic and harmonised utilisation of infrastructure on Grand Cayman.		N/A
Recurring Charges for the Attachment of Communications Cables			
45	Is DataLink pricing formula for calculation of the "Annual Attachment Fee" an appropriate pricing methodology for determining cost-oriented prices for attachment of communication cables onto CUC's utility pole, and if so, why.		Yes - Logic believes the pricing formula is an appropriate pricing methodology.
46	If DataLink pricing formula for calculation of "Annual Attachment Fee" is not an appropriate pricing methodology, what other methodology should be used for determining cost-oriented prices for attachment of communications cables onto CUC's utility poles.		N/A
47	If DataLink pricing formula for calculation of "Annual Attachment Fee" is an appropriate pricing methodology, should any changes be made in the various elements of the formula, namely: Net cost of a Bare Pole, Space Factor, CUC's Annual Carrying Charge Rate, Inflation, and		No - Logic does not believe any changes should be made.

Management & Overhead			
48	Provide your view as to whether or not DataLink pricing formula has any effect on the prices electricity users pay to CUC and/or the potential profitability of CUC's business operations resulting from the provision of access to its utility poles, including any evidence you have to support your view.		Logic does not believe that the DataLink pricing formula has any effect on the prices electricity users pay to CUC and/or the potential profitability of CUC's business operations resulting from the provision of access to its utility poles.
49	Provide your view as to whether or not DataLink's ability to access CUC's utility poles at no charge has the effect of limiting either the efficient and harmonised utilisation of infrastructure or the promotion of competition in the provision of ICT services or ICT networks.		Logic's view is that DataLink's ability access CUC's utility poles at no charges does have the effect of limiting either the efficient and harmonised utilisation of infrastructure or the promotion of competition in the provision of ICT services or ICT networks.
Non-recurring charges for Make-Ready Work			
50	Provide your view as to whether or not DataLink's charges for Make-Ready work are cost-orientated, including a detailed explanation supporting your view.		Logic believes that the charges are cost oriented, however we do not always agree with the amount of work that is required. Logic is also of the view that Datalink should absorb a higher percentage of the cost of making poles ready when the section of their plant has exceeded its expected lifespan.
51	If your view is that DataLink's charges for Make-Ready work are not cost-orientated, provide your view as to what approach should be taken to ensure the non-recurring charges for Make-Ready work are cost-orientated.		N/A
Process for Refund of Make-Ready Costs			
52	Do you agree with the Office's proposal that Article VII of the Pole Sharing Agreements should be amended as described in the preceding paragraph? If not, explain in detail why not.		Yes, Logic agrees with the Office's proposal that - "the refund formula set out in Article VII of the Pole Sharing Agreements should be amended to take into account: (a) the appropriate principles for depreciation of the value of make-ready costs eligible for refund; such depreciation to be based on the actual lifespan of the relevant poles, and calculated using a straight-line depreciation method; (b) the principles of proportionality for determining the relevant amount of refund of make-ready costs; such proportionality to be related to appropriate sharing of costs by all the parties that directly benefit from the relevant make-ready work; (c) DataLink should determine and arrange for refunds of make-ready work charge without requiring the attacher to apply for them; and (d) DataLink should be liable to refund the make-ready work charges paid by other attachers in instances where it also benefits from the relevant make-ready work.