



May 24, 2006

Louise E. Rickard  
Acting Executive Secretary  
Department of Public Utility Control  
Ten Franklin Square  
New Britain, CT 06051

Re: **DPUC Investigation of the Terms and Conditions Under Which Video Products May Be Offered by Connecticut's Incumbent Local Exchange Companies**

Dear Ms. Rickard:

Please find herein CACSCC comments on the DPUC draft decision Docket #050612 which extends previously submitted (April 25, 2006) comments.

In brief, **CACSCC** believes that the OCC and Attorney General's Office have and continue to represent consumer interests in this proceeding. While it is rare for a 'draft' DPUC decision to be substantively different than a 'final' decision, it is our considered opinion that this **MUST** be one of those rare opportunities.


**CACSCC** remains concerned about the semantic interplay inherent in this docket – bytes, internet, competition, video product. Internet TV is not Internet Protocol. The broadband capacity required for video transfer is significantly greater than most Internet data transfer. The questions that define the docket infer a thorough review of the related regulatory, judicial and legislative landscape. This is difficult when there are concurrent FCC and Congressional proceedings reviewing similar topics. Certain questions that frame this docket are not satisfactorily addressed in the analysis and conclusion; especially questions which ask "what if Verizon/SBC video product **do not satisfy** certain conditions.

**CACSCC** understands that franchising does not eliminate competition. Both cable and telecom companies will use public rights of way to provide 'video services' a.k.a. television programming regardless of the 1-to-1 or 1-to-many

distribution. Definitions rooted in old technological platforms do not meet the needs of the current debate.

**CACSCC** is compelled to question commitment to 'guiding principles' concurrent with declarations to be exempt from oversight. If oversight was not a critical component to consumer protection – then franchising would not be the contentious negotiation it is for cable services. Every CT Community has franchise agreements that represent the negotiated interests of the citizens – the reasonable interests do not change based on who is charging premiums or using the rights of way. If mergers require the transfer of franchise obligations why can't competitor assume the same franchise obligations? A few years ago AT&T was our cable provider – now AT&T wants to be our IPTV provider without any franchise. What has changed? In our opinion, not enough. Video Services discussed in this docket will still be delivered from a pole on the road.

Thank you.

  
Susan A Huizenga  
Chairman, CACSCC