BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996.	DOCKET NO. 000075-TP ORDER NO. PSC-03-0059-FOF-TP ISSUED: January 8, 2003

The following Commissioners participated in the disposition of this matter:

LILA A. JABER, Chairman
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI

ORDER DENYING MOTIONS FOR RECONSIDERATION

I. CASE BACKGROUND

On January 21, 2000, this docket was established to investigate the appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996 (the Act). We note that by Order No. PSC-00-2452-PCO-TP, issued December 20, 2000, the issues in this docket were bifurcated into two phases: Phase I and Phase II. Subsequently, Phase IIA resulted when we decided to conduct another evidentiary hearing on Issues 13 and 17 of Phase II.

Phase I

An administrative hearing regarding Issues 1-9 designated for Phase I of this docket was conducted on March 7 - 8, 2001. In accordance with Order No. PSC-00-2229-PCO-TP, issued November 22, 2000, as modified by Order No. PSC-01-0863-PCO-TP, issued April 5, 2001, post-hearing briefs were filed on April 18, 2001. Thereafter, on April 19, 2001, the Federal Communications Commission (FCC) released its decision in FCC Dockets Nos. 96-98 and 99-68 on matters regarding intercarrier compensation for traffic to Internet Service Providers that had been remanded to the FCC for further determination by the Court of Appeals for the District of Columbia Circuit. On April 27, 2001, Order No. PSC-01-

1036-PCO-TP was issued requiring all parties in this proceeding to file supplemental post-hearing briefs addressing the decision of the FCC in Dockets Nos. 96-98 and 99-68 (FCC Order) within 10 days of the issuance of the FCC's Order memorializing the April 19, 2001, decision. On that same day, the FCC Order was memorialized in Docket Nos. 96-98 and 99-68.

On May 2, 2001, AT&T Communications of the Southern States, Inc., TCG of South Florida, Global NAPS, Inc., MediaOne Florida Telecommunications, Inc., Time Warner Telecom of Florida, LP, Florida Cable Telecommunications Association, Inc., Allegiance Telecom of Florida, Inc. and the Florida Competitive Carriers Association (collectively "Joint Movants") filed a Joint Motion for Extension of Time to File Supplemental Post Hearing Brief. Order No. PSC-01-1094-PCO-TP, issued May 8, 2001, was issued granting the Joint Movants' Motion for Extension of Time.

On March 27, 2002, the parties filed a Joint Stipulation, suggesting we defer action on the issues raised in Phase I of this docket. In support of this proposal, the parties stated that on April 27, 2001, the FCC issued its ruling in the case of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, *Order on Remand and Report and Order* (*ISP Remand Order*), FCC 01-131. The parties asserted that the *ISP Remand Order* established certain nationally applicable rules regarding intercarrier compensation for ISP-bound traffic. Therein, the parties contended that the FCC had asserted jurisdiction over ISP-bound traffic and hence, we should decline to issue a ruling on the issues in Phase I, which addressed reciprocal compensation for ISP-bound traffic. The parties asserted that although the *ISP Remand Order* was under court review, it had not been stayed and was, therefore, binding.

On May 7, 2002, we issued Order No. PSC-02-0634-AS-TP, approving the Joint Stipulation, but leaving the docket open pending the resolution of issues to be addressed in Phase II of this proceeding.

Phases II and IIA

A hearing was conducted on July 5, 2001, concerning the Phase II issues dealing with non-ISP reciprocal compensation matters. On December 5, 2001, a special agenda conference was held to consider issues designated for resolution in Phase II of this docket (Issues 10-19). At the special agenda conference, decisions were reached on Issues 10, 12, 14, 15, 16, 18, and 19, and decisions were deferred on Issues 13 and 17. The deferred issues were set for a one-day hearing. Our decisions on Issues 10, 12, 14, 15, 16, 18, and 19 were not memorialized in an order, pending final decisions on Issues 13 and 17. A prehearing conference was held April 19, 2002, on the two issues that comprise Phase IIA. At the prehearing, it was determined that testimony previously filed in Phase II of this proceeding would be refiled for informational purposes, and the witnesses sponsoring testimony for Phase II would not be susceptible to cross-examination. A hearing was conducted on May 8, 2002. On September 10, 2002, the Final Order on Reciprocal Compensation was issued, then later amended by Order No. PSC-02-1248A-FOF-TP, issued on September 12, 2002.

On September 25, 2002, Verizon and ALLTEL filed a Motion for Partial Reconsideration and, in the alternative, Motion for Stay Pending Appeal. On that same day, the following filings were made: Motion for Reconsideration and Request for Oral Argument by AT&T Communications of the Southern States, LLC, TCG of South Florida and AT&T Broadband Phone of Florida, LCC (collectively "AT&T"); Sprint's Motion for Reconsideration, or, in the Alternative Motion for Stay Pending Appeal by Sprint; Notice of Adoption of AT&T's Motion for Reconsideration by FCCA; Notice of Adoption of AT&T's Motion for Reconsideration by Time Warner Telecom of Florida, L.P., and Florida Cable Telecommunications Association; Notice of Adoption of AT&T's Motion for Reconsideration by US LEC of Florida Inc. On October 2, 2002, Frontier Communications of the South, Inc., GTC, Inc. d/b/a GT Com, ITS Telecommunications Systems, Inc., Northeast Florida Telephone Company d/b/a NEFCOM, Smart City Telecommunications LLC d/b/a/ Smart City Telecom and TDS Telecom/Quincy Telephone filed a Response to Verizon and ALLTEL's Motion for Partial Reconsideration.

On October 7, 2002, the following filings were made: Response in Opposition to Sprint's Motion for Reconsideration, or, in the Alternative, Motion for Stay Pending Appeal by AT&T Communications of the Southern States, LLC, TCG South Florida, AT&T Broadband Phone of Florida, LCC, the Florida Cable Telecommunications Association, Florida Competitive Carriers Association, and Time Warner Telecom of Florida, LP; Response in Opposition to Verizon and ALLTEL's Partial Motion for Reconsideration, and in the Alternative Stay by AT&T et.al; Response in Opposition to Sprint's Motion for Reconsideration by US LEC of Florida Inc.; Response in Opposition to Verizon and ALLTEL's Partial Motion for Reconsideration by US LEC of Florida Inc.; Opposition to AT&T's Motion for Reconsideration by Verizon; Opposition to AT&T's Request for Oral Argument on its Motion for Reconsideration by Verizon; Opposition to AT&T's Motion for Reconsideration by BellSouth and BellSouth's Cross Motion for Reconsideration. On October 8, 2002, FDN filed a Notice of Adoption of AT&T's Responses to Verizon and Sprint's Motions for Reconsideration.

We note that on October 24, 2002, Verizon filed a letter indicating, among other things, that Rhode Island's Public Utilities Commission found that designating competing and inconsistent local calling areas for purposes of intercarrier compensation seems contrary to federal law. On November 5, 2002, AT&T filed a Response to Verizon's October 24, 2002, letter, stating that we should disregard the Rhode Island's Public Utilities decision because it is not relevant and lacks authoritative stature. We consider these filings as untimely and hence they are not addressed herein.

On October 31, 2002, GNAPs filed a Notice of Adoption of AT&T/TCG/AT&T Broadband's Motion for Reconsideration. On November 12, 2002, Verizon filed a Motion to Strike GNAPs' Notice.

This Order addresses the filings regarding motions for reconsideration of the Final Order on Reciprocal Compensation resulting from Phases II and IIA.

II. JURISDICTION

We find that we have jurisdiction to specify rates, terms and conditions governing compensation for transport and delivery or

termination of traffic pursuant to Section 251 of the Act, the FCC's rules and orders and Sections 364.161 and 364.162, Florida Statutes, so long as not otherwise inconsistent with the FCC rules and orders and the Act. Further we find that Section 120.80(d), Florida Statutes, authorizes us to employ procedures necessary to implement the Act.

We retain jurisdiction of our post-hearing orders for purposes of addressing Motions for Reconsideration pursuant to Rule 25-22.060, Florida Administrative Code.

III. REQUEST FOR ORAL ARGUMENT

Rule 25-22.060(1)(f), Florida Administrative Code, provides that oral argument on any motion for reconsideration of a post-hearing decision by us may be entertained at our discretion. Because this rule specifically addresses oral argument within the context of a motion for reconsideration, it appears that it is not necessary for a party to specifically comply with Rule 25-22.058, Florida Administrative Code, in order for us to entertain oral argument. Such a request is not, however, precluded and can be helpful in identifying whether we should exercise our discretion to entertain oral argument.

Here, AT&T has requested oral argument on the issue of when an ALEC is entitled to the tandem interconnection rate. Particularly, AT&T requested oral argument to address our decision that calls terminated to end users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation. AT&T believes that oral argument addressing the FCC's decision in an arbitration of an agreement between WorldCom and Verizon, *Petitions of WorldCom, Inc., Cox Virginia Telecom, Inc. and AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act*, DA 02-1731 (*Virginia Arbitration Order*)(July 17, 2002), will provide needed guidance on this issue. Therefore, AT&T requested that oral argument be heard on these issues.

AT&T states that briefs addressing the issues in this case were filed with us on August 10, 2001, and staff's recommendation was first presented to the Commission on November 20, 2001. AT&T acknowledges that we voted on most of the issues in this proceeding

on December 5, 2001. AT&T asserts that because the *Virginia Arbitration Order* was not released until July 17, 2002, the parties did not have an opportunity to present and argue that FCC decision at or before the July 5 and 6, 2001, hearing or prior to our vote regarding the issues. Therefore, AT&T requests an opportunity to present oral argument to us addressing the *Virginia Arbitration Order*.

On October 7, 2002, Verizon filed its Opposition to AT&T's Request for Oral Argument on its Motion for Reconsideration of Order No. PSC-02-1248-FOF-TP. Verizon states that AT&T claims that our rulings are inconsistent with FCC precedent issued after we rendered our rulings. Verizon argues that AT&T's sole support for this claim is the July 17, 2002, Opinion of the FCC's Wireline Bureau resolving issues in the three Virginia ALECs' petitions for arbitration with Verizon Virginia Inc. Verizon declares that no oral argument is necessary to confirm that AT&T has seriously mischaracterized the *Virginia Arbitration Order*. Verizon concludes that because AT&T's allegation is demonstrably false, there is no reason to hold oral argument before denying AT&T's Motion for reconsideration.

As previously noted, pursuant to Rule 25-22.060(1)(f), Florida Administrative Code, the decision whether to grant or deny a request for oral argument on a Motion for Reconsideration is entirely at our discretion. In this instance, we find that oral argument will not aid us in comprehending and evaluating the tandem interconnection and assignment of number issues because these issues were fully litigated at the hearing. We note that the FCC decision referenced by AT&T does not appear to be controlling on these issues. Consequently, we find that AT&T's Request for Oral Argument shall be denied. However, in accordance with our discretion under Rule 25-22.060(1)(f), Florida Administrative Code, oral argument was granted at our December 17, 2002, Agenda Conference on the issue addressing definition of a local calling area.

IV. TANDEM INTERCONNECTION RATE AND DEFINITION OF "COMPARABLE GEOGRAPHIC AREA"

The standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was

overlooked or which the Commission failed to consider in rendering its Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974); Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Quaintance, 394 So. 2d 162 (Fla. 1st DCA 1981). In a motion for reconsideration, it is not appropriate to reargue matters that have already been considered. Sherwood v. State, 111 So. 2d 96 (Fla. 3rd DCA 1959); citing State ex.rel. Jaytex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." Steward Bonded Warehouse, Inc. vs. Bevis.

AT&T states that in our decision, we placed more onerous burdens on ALECs to establish that they are entitled to the tandem interconnection rate than are required by FCC rules. Verizon responds that the FCC permits state Commissions to set different tandem and end-office rates, to allow recovery for additional costs. Verizon explains that we decided that the FCC requires payment of the tandem rate if the ALEC meets one of two criteria: (1) when its switch either performs functions similar to those of the ILEC tandem switch or (2) when the ALEC's switch "serves a comparable geographic area to that served by an ILEC tandem switch." Order at 19. We agree. In our Order, we determined that "an ALEC is entitled to be compensated at the ILEC's tandem interconnection rate when its switch either serves a comparable geographic area to that served by an ILEC tandem switch, or performs functions similar to those performed by an ILEC tandem." Order at 9. Therefore, there appears be a consensus among the parties as to what the appropriate standard is for determination of the tandem interconnection rate.

However, the parties appear to differ in opinion on how an ALEC can show that it is serving a "comparable geographic area." AT&T contends that we demand a much more detailed demonstration of an ALEC's network ability than do the FCC rules and orders we were interpreting for an ALEC to be entitled to the tandem interconnection rate. Verizon responds that to show capability, we must require proof that the ALEC has deployed a switch and obtained NPA/NXX codes to serve the relevant area.

AT&T states that in the *Virginia Arbitration Order* the FCC's Wireline Bureau determined that entitlement to the interconnection rate must be based on switch capability alone. Further, AT&T asserts that the FCC has preempted the issue of the tandem rate entitlement and that we are not free to require ALECs to meet a greater burden than that set by the FCC. Verizon responds that AT&T's claims are flawed. We agree. The FCC's Wireline Bureau's decision does not appear to be binding on this Commission because the Bureau's decision was limited to the commercial parties included in that arbitration proceeding. Also, the Bureau's decision is not recognized as an FCC order or rule. Therefore, presumably, the Bureau's decision is not binding on this Commission. Even if the Bureau's decision was binding, it does not address the nature of the demonstration that is needed. Further, Verizon asserts that AT&T's argument regarding the FCC's Wireline Bureau decision is new argument, which is not appropriate for a motion for reconsideration.

Upon consideration, we find that AT&T fails to demonstrate that a point of fact or law was overlooked. It is clear that we considered the arguments regarding the tandem interconnection rate and the definition of the "comparable geographic area." Thus, AT&T's motion is mere reargument, which is inappropriate for a motion for reconsideration. In addition, the new arguments that Movants raise do not lay the foundation for reconsideration. See Order No. PSC-02-0878-FOF-TP, citing Stewart Bonded Warehouse, Inc. v. Bevis, 294 So.2d 315, 317 (Fla. 1974). See also Order No. PSC-97-0552-FOF-WS, issued in Docket No. 920119-WS, on May 14, 1997; and Order No. PSC-97-0518-FOF-TP, issued in Docket No. 930330-TP, on May 6, 1997. Therefore, AT&T's Motion for Reconsideration on this issue is denied.

V. ASSIGNMENT OF TELEPHONE NUMBERS

As stated in the Case Background, on September 25, 2002, AT&T Communications of the Southern States, LLC, TCG of South Florida and AT&T Broadband Phone of Florida, LLC (collectively "AT&T") filed a Motion for Reconsideration of Final Order on Reciprocal Compensation, Order No. PSC-02-1248-FOF-TP. On October 7, 2002, Verizon Florida Inc. filed a Response to AT&T's motion for reconsideration. On that same day, BellSouth filed its Opposition to AT&T's Motion for Reconsideration and BellSouth's Cross Motion

for Reconsideration. As previously noted, Verizon's arguments encompass BellSouth's arguments; therefore, only Verizon's arguments are addressed and BellSouth's Cross-Motion is addressed in the section on originating carrier costs.

As stated previously, the standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which the Commission failed to consider in rendering its Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974); Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Quaintance, 394 So. 2d 162 (Fla. 1st DCA 1981). In a motion for reconsideration, it is not appropriate to reargue matters that have already been considered. Sherwood v. State, 111 So. 2d 96 (Fla. 3rd DCA 1959); citing State ex.rel. Jaytex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." Steward Bonded Warehouse, Inc. vs. Bevis.

AT&T asserts that we overlooked applicable FCC precedent on the payment of reciprocal compensation for traffic based on NPA/NXX comparison. AT&T states that the FCC addressed the issue of whether FX and VFX traffic should be subject to reciprocal compensation in the *Virginia Arbitration Order*. Verizon responds that we could not have overlooked this decision because it did not exist at the time we voted on the virtual NXX issue in this case. Further, the *Virginia Arbitration Order* was rendered by the FCC's Wireline Bureau and hence it is not a decision of the FCC itself. We note that the Ohio and South Carolina Commissions determined that the *Virginia Arbitration Order* was neither a final decision nor a legally binding precedent. Further, the South Carolina Commission found that the *Virginia Arbitration Order* did not address whether virtual NXX is subject to reciprocal compensation. Therefore, it appears evident to us that we did not overlook any FCC precedent that would warrant a different conclusion.

AT&T asserts that we overlooked the difficulty and expense associated with implementing its decision. Verizon, however, declares that instead of citing evidence of difficulty or expense that we overlooked, AT&T reiterates arguments that were made during

the proceeding. Verizon asserts that we found that "classification of traffic as either local or toll has historically been, and should continue to be, determined based upon the end points of the call. . .regardless of whether a call is rated as local for the originating end user." Order at 28. Further, Verizon declares that since we could not determine whether the billing systems modifications would be cost effective, we declined to mandate a requirement to separate out virtual NXX from local traffic. The parties were left to determine what, if any, compensation to apply to such traffic. Respondent asserts further that AT&T has failed to identify a point of fact or law which the Commission overlooked. Instead, Verizon states that AT&T's motion does nothing more than make an attempt to recycle arguments raised previously. Verizon states that reargument is inappropriate in a motion for reconsideration. We agree.

Our Order clearly demonstrates that we considered the arguments raised by AT&T. Hence, AT&T has failed to identify a point of fact or law which was overlooked or which the Commission failed to consider in rendering its decision. Therefore, we find that the AT&T's Motion for Reconsideration on this issue shall be denied.

VI. DEFINITION OF LOCAL CALLING AREA

As stated in the Case Background, on September 25, 2002, Verizon Florida, Inc. and ALLTEL Florida, Inc. (Verizon), filed a Motion for Partial Reconsideration and, in the alternative, Motion for Stay pending appeal of Order No. PSC-02-1248-FOF-TP. Sprint filed a Motion for Reconsideration on the same date. On October 2, 2002, Frontier Communications of the South, Inc., GTC, Inc. d/b/a GT Com, ITS Telecommunications Systems, Inc., Northeast Florida Telephone Company d/b/a NEFCOM, Smart City Telecommunications LLC d/b/a Smart City Telecom, and TDS Telecom/Quincy Telephone filed a response in support of the Motion filed by Verizon.

On October 7, 2002, AT&T Communications of the Southern States, LLC, TCG South Florida, AT&T Broadband Phone of Florida, LLC (formerly known as MediaOne Florida Telecommunications, Inc.), the Florida Cable Telecommunications Association, the Florida Competitive Carriers Association, and Time Warner Telecom of Florida filed a Response in Opposition to the Motion of Verizon

Florida, Inc. and ALLTEL Florida, and a separate Response in Opposition to Sprint's Motion for Reconsideration. On that date, US LEC of Florida, Inc. also filed separate Motions in Opposition to the Verizon/ALLTEL and Sprint Motions.

On October 8, 2002, Florida Digital Network, Inc. filed a Notice of Adoption of the responses of the Respondents.

In our Order, we determined that the originating carrier's retail local calling area would be the default for determining reciprocal compensation obligations.

As stated previously, the standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which we failed to consider in rendering our Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974);Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Quaintance, 394 So. 2d 162 (Fla. 1st DCA 1981). In a motion for reconsideration, it is not appropriate to reargue matters that have already been considered. Sherwood v. State, 111 So. 2d 96 (Fla. 3rd DCA 1959); citing State ex.rel. Jaytex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315, 317 (Fla. 1974).

Of the arguments made by Sprint, Verizon, and ALLTEL in support of their request for reconsideration of our decision on the default local calling area, we believe that the majority are repetitive of points which we have already considered.

1. The originating carrier ruling does not violate federal law.

Verizon contends that Congress did not intend for the newly created reciprocal compensation obligation to affect compensation for traffic that was subject to state access regimes before the Act was passed. In the Order, we considered the effect of Section 251(b)(5) of the Act, and concluded:

> Furthermore, FCC 96-325, ¶1035 appears unequivocal in granting authority to state commissions to determine what geographic areas should be considered "local areas" for the purpose of applying reciprocal compensation obligations under Section 251(b)(5) of the Act.

Order at 41. This argument was further stated in Sprint's Posthearing Brief at 4 and Verizon's Posthearing brief at 7-8.

We concur with Respondents' statement that the *ISP Remand Order* discusses compensation rates. Our order only addresses the scope of the local calling area, which is clearly within our jurisdiction. However, as stated in the Order, we considered Verizon's arguments and noted:

> We note that although the *ISP Remand Order* does indicate that our jurisdiction has been narrowed in the context of determining rates for ISP-bound traffic, we can specify rates, terms and conditions governing compensation for transport and delivery or termination of traffic consistent with Section 251 of the Act.

Order at 7.

Verizon also alleges that compensation arrangements, and rates, would not be reciprocal because the same transport and termination arrangements will not apply to the same traffic exchanged between the parties. We, however, clearly considered this problem and determined that over time, as carriers experiment with different retail local calling areas, market forces would determine the most viable plans, and more uniformity would result. Order at 54. Thus, the Movants have not identified an error on this point.

2. The originating carrier ruling does not violate state law.

We also concur with Respondents that we thoroughly addressed the issue of our authority to consider local calling areas under state law. Pages 39 through 41 of the Order give a detailed analysis of the reasoning behind our decision. Further, as Respondents state, this interpretation does not render the access/local distinction meaningless because, while the

compensation scheme for a particular traffic route may be altered, all carriers will still be required to pay terminating access charges where applicable. Therefore, Section 364.16(3)(a) is not violated. We also agree that Movants' reliance on Section 364.163, Florida Statutes, is misplaced as it does not apply to revenues, as we noted in the Order. Order at 41. Further, this issue was previously argued in Movants' posthearing briefs. ALLTEL Posthearing Brief at 4-5; Verizon Post-hearing Brief at 13-14 and Sprint Posthearing Brief at 4-6, 9-11.

Verizon further argues that if we follow *FIXCA*[1], then we can ignore the 1995 statutory provisions eliminating authority to expand local calling. This argument was also made in the posthearing briefs. We considered the effect of the 1995 changes to Chapter 364 on p. 39 of the order, stating that "the general grants of authority set forth in Section 364.01, Florida Statutes, authorizes us to address the specific issue in this case in the same manner as those interpreted by the Court" in *FIXCA*.

Verizon contends our ruling is impermissible rate-setting, but as the Commission stated in the Order at 41, Section 364.163, Florida Statutes, does not apply to revenues.

Telenet[2], which Verizon argues applies here (as was argued in Verizon's Posthearing Brief, p. 7), was considered, and the Commission stated that since that order addressed a specific issue in an arbitration proceeding, the decision did not have precedential value in this proceeding. Order at 41.

Verizon disputes our statement that "no party to this proceeding has provided evidence or testimony based on fact or law that would prohibit us from defining a local calling area." However, Verizon acknowledges that witnesses for Verizon and others, in their testimony, expressed only their opinions on the subject. Thus, Verizon has not identified an error in our decision on this point.

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[1] Florida Interexchange Carriers Association v. Beard, 624 So. 2d 248 (1993).

[2] Order No. PSC-97-0462-FOF-TP, issued April 23, 1997.

3. The originating carrier ruling will not create the very anticompetitive effects the Commission sought to prevent.

Verizon argues that the originating carrier ruling provides the same disincentive to negotiate as the LATA-wide reciprocal compensation alternative. We clearly disagreed. Order at 53.

Verizon hypothesizes that the originating carrier ruling, because it will result in more uniform retail local calling areas, will eventually lead to uniform LATA-wide calling areas. However, Sprint reasons that because of the ILECs' statutory and regulatory constraints, the local calling areas would not even out over time. This divergence in opinions indicates that it is pure speculation that consumers' range of choice will diminish. We unmistakably considered the originating carrier local calling area to be the most competitively neutral and pointed out that market forces would eventually determine the most viable plans. Order at 53-54.

Further, we have only stated that the originating carrier local calling area is the most competitively neutral of the alternatives offered. Again, no error has been identified on this point.

4. The originating carrier ruling is not arbitrary and capricious because its administrative implementation was considered.

Although Verizon considers implementation of the originating carrier ruling to be administratively complex and costly, we clearly considered these arguments. Order at 54. As Respondents note, BellSouth has found an administratively feasible solution.

However, Sprint, Verizon and ALLTEL argue that there is a conflict between our decision on the default local calling area and our decision that the jurisdiction of a call is to be determined by the originating and terminating points of a call. These companies argue that the combined effect of the two decisions is that jurisdiction will no longer be based on end points, but rather on end points *and* the retail local calling scope of the caller. However, while the originating carrier could be viewed as integral to the originating point of a call, we disagree that there is conflict between our decision on the default local calling area and

our decision that the jurisdiction of a call is to be determined by the originating and terminating points of a call. These decisions were based upon different factual situations and are supported by different rationale.

In addition, Sprint raises the point that we did not specify how the parties are to demonstrate or define "retail local calling scope," and further states that the decision could be applied on a customer-specific basis or by carrier. More importantly, Sprint cites to a lack of record basis for us to address this point. While there is testimony from BellSouth witness Shiroishi that her company uses the originating carrier approach in many of its interconnection agreements, we believe that there is insufficient record to establish the specifics of implementation. Therefore, we encourage the parties to negotiate the definition and implementation of "retail local calling scope" as contemplated in this context by our Order.

5. There is a need to adopt a default option.

Clearly, we believed it was important to establish a default local calling area for purposes of reciprocal compensation. "This issue is becoming too commonplace in arbitration cases filed with us, and some finality is important in order to avoid litigating this issue multiple times." Order at 53.

Verizon states that under the FCC's conditions of the merger between GTE and Bell Atlantic, Verizon is required to offer interconnection agreement provisions that are voluntarily negotiated in one state to carriers across the entire Verizon footprint. We emphasize, however, that our decision regarding use o the originating carrier local calling area is a default only. Verizon is still free to negotiate a different solution in its interconnection agreements. Based on the foregoing, we find the Motions for Reconsideration shall be denied on this point.

VII. ORIGINATING CARRIER COSTS

As stated in the Case Background several parties filed Motions for Reconsideration regarding the ruling requiring the originating carrier to bear all the cost of transport to a distant point of interconnection in Order No. PSC-02-1248-FOF-TP (Order). Verizon

Florida Inc. and ALLTEL Florida, Inc. (Verizon) ask us to reconsider our decision requiring the originating carrier to bear all the costs of transporting traffic to a distant point of interconnection designated by the alternative local exchange carrier (ALEC). Verizon asks instead we require each party to bear a fair share of the costs of such transport.

On October 2, 2002, Frontier Communications of the South, Inc., GTC, Inc. d/b/a GT Com, ITS Telecommunications Systems, Inc., Northeast Florida Telephone Company d/b/a NEFCOM, Smart City Telecommunications LLC d/b/a Smart City Telecom, and TDS Telecom/Quincy Telephone filed a response in support of the Motion filed by Verizon.

On October 7, 2002, AT&T Communications of the Southern States, LLC, TCG South Florida, AT&T Broadband Phone of Florida, LLC (formerly known as MediaOne Florida Telecommunications, Inc.), the Florida Cable Telecommunications Association, the Florida Competitive Carriers Association, and Time Warner Telecom of Florida (AT&T Group) filed a Response in Opposition to the Motion of Verizon Florida, Inc. and ALLTEL Florida. On that date, US LEC of Florida, Inc. also filed a Motion in Opposition to the Verizon/ALLTEL Motion. Since US LEC's motion mirrors that of the AT&T Group and because the two motions of the AT&T Group contain only minor differences, all motions will be considered together and the parties shall be referred to collectively as the Respondents.

On October 7, 2002, BellSouth Telecommunications, Inc. submitted a Cross Motion for Reconsideration adopting Verizon's Motion for Reconsideration on this issue, *in toto*.

A. Motion for Reconsideration

In their motion, Verizon and ALLTEL requested a partial reconsideration on several points of fact and law regarding the requirement that the originating carrier bear all the costs of transporting traffic to a distant point of interconnection designated by the ALEC. Verizon contends we should instead require each party to bear a fair share of the costs of such transport.

1. Arguments Regarding Federal law, prior Commission decisions, and public policy.

Verizon contends that we misinterpreted 47 U.S.C. § 252(d)(2)(A), *TSR Wireless, LLC v. U S West Communications, Inc.*, Memorandum Opinion and Order, 15 FCC Rcd. 11166 (2000) (TRS Wireless Order), and *Developing a Unified Intercarrier Compensation Regime, Notice of Proposed Rulemaking*, 16 FCC Rcd. 9610 (2001) (Intercarrier Compensation NPRM) by concluding that ILECs are precluded from charging ALECs for the transport that the ILEC must perform when an ALEC's POI is located outside of the local calling area where a local call originates. We, Verizon claims, reasoned that adopting the ILECs' proposals would lead to unequal recovery of costs, and would therefore potentially conflict with the 47 U.S.C. § 252(d)(2)(A) requirement that reciprocal compensation arrangements provide for "mutual and reciprocal recovery by each carrier of costs associated with the transport and termination . . . of calls that originate on the network facilities of the other carrier." U.S.C. § 252(d)(2)(A).

However, Verizon argues that the ILEC proposal at issue pertains to the cost of interconnection under § 252(d)(1), not to reciprocal compensation. In support of this argument, Verizon contends that the FCC, in interpreting § 252(d)(1), explained that "[o]f course," an ALEC that "wishes a 'technically feasible' but expensive interconnection" point is "required to bear the cost of that interconnection." *Implementation of the Local Competition Provisions in the Telecommunications Act of 1966*, First Report and Order, 11 FCC Rcd. 15499 (1996) (Local Competition Order) (subsequent history omitted) at ¶199 and at ¶209 (ALEC "must usually compensate incumbent ILECs for the additional costs incurred by providing interconnection"). In the BellSouth Arbitration Order[3], Verizon states, we held that it is "consistent with ¶199 of the Local Compensation Order" to require Sprint "to bear the costs of facilities from [a] local calling area to Sprint's POI" when "Sprint designates a POI outside of BellSouth's local calling area." *BellSouth-Sprint Arbitration Order* at 60. Verizon declares that our failure to explain our departure from prior precedent renders our decision arbitrary.

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[3]Final Order on Arbitration, *Petition of Sprint Telecommunications Company Limited Partnership for Arbitration of Certain Unresolved Terms and Conditions of a Proposed Renewal of Current Interconnection Agreement with BellSouth Telecommunications, Inc.*, Docket No. 000828-TP, Order No. PSC-01-1095-FOF-TP (May 8, 2001) (*BellSouth-Sprint Arbitration Order*).

Verizon further asserts, that although we attempted to distinguish ¶199 of the FCC's *Local Competition Order* in our own Order by saying the FCC's order "limits consideration of technical feasibility to operational or technical concerns and excludes the use of economic factors" (Order at p. 22), that argument is incorrect. Verizon alleges that the FCC excluded consideration of costs only with respect to the selection of a point of interconnection.

Verizon disputes that the *TSR Wireless Order* addressed calls that must be transported to a wireless carrier's switch located outside of the originating or terminating local calling area. Verizon contends that although we stated that the FCC had subsequently amended 47 C.F.R. § 51.703(b) to delete the word "local," the FCC has recently explained that the *TSR Wireless Order* addressed calls originating and terminating over facilities situated entirely within a single MTA, and that the deletion of the word "local" from its reciprocal compensation regulations did not alter the scope of that order. *Mountain Communications, Inc. v. Qwest Communications, Int'l, Inc.* 17 FCC Rcd. 2091, 2097, ¶ 11 & n.33 (Chief, Enf. Bur.), aff'd 17 FCC Rcd. 15135 (2002). Therefore, Verizon states, we erred in finding that the TSR Wireless Order is relevant to the issue of where traffic must be transported outside the local calling area in which it originates.

Verizon also contends that we misconstrued that the *Intercarrier Compensation NPRM* "appear[s] to prohibit" the ILECs' proposals. Verizon contends that the FCC, in the *Intercarrier Compensation NPRM*, at ¶ 112, stated that the application of its reciprocal compensation rules "has led to questions concerning which carrier should bear the cost of transport to the POI." Further, Verizon declares, in its *Pennsylvania 271 Order*[4], the FCC stated that a Verizon policy requiring ALECs to bear the cost of transporting traffic from an interconnection point (IP) to the POI "do[es] not represent a violation of our existing rules." 16 FCC Rcd. at ¶ 100.

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[4]*Application of Verizon Pennsylvania Inc., et al. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, Memorandum Opinion and Order, 16 FCC Rcd. 17419 (2001) (*Pennsylvania 271 Order*).

Next, Verizon claims that to the extent our rejection of the ILECs' position was based on the conclusion that there is "no discernible authority" for the proposition "that a point of interconnection and an interconnection point are separate entities," that conclusion is erroneous. Verizon asserts that in the *Pennsylvania 271 Order*, the FCC found a Verizon policy that differentiates the POI from the IP "does not represent a violation of our existing rules." *Pennsylvania 271 Order*, 16 FCC Rcd. at ¶ 100 & nn.341, 343, 346. In addition, Verizon claims the *BellSouth-Sprint Arbitration Order* also recognized the distinction, although the IP is referred to as a virtual point of interconnection, or VPOI. In that decision, the VPOI was an implicit POI for billing purposes, which meant a physical point on BellSouth's network delineating the point beyond which BellSouth could recover delivery costs for BellSouth-originated local traffic to Sprint end-users. Verizon states the Commission required Sprint to "designate at least one VPO*I* 'within' [each] BellSouth local calling area" in which Sprint has obtained an NXX code and to compensate BellSouth at "TELRIC rates for Interoffice Dedicated Transport . . . between . . . Sprint's VPOI and Sprint's POI." *BellSouth-Sprint Arbitration Order* at 62, 63. Verizon claims neither of these orders are addressed in our Order.

Verizon further claims that our finding that transportation costs are *de minimus* is also contrary to the *BellSouth-Sprint Arbitration Order*. There, Verizon asserts, we found there were costs associated with transporting a call to the POI outside the calling area where the call originates and for the use and maintenance of transport facilities. Further, Verizon declares, we found TELRIC rates to provide a basis for the quantification and recovery of those costs. Therefore, Verizon reasons, when those rates are applied to the millions of minutes of traffic exchanged, the costs are not de minimus, and that is why the ALECs are opposed to paying for their transport.

Verizon declares that it is good public policy for ALECs to bear the costs because they cause them by deciding where to establish the POI. Forcing the ILECs to bear the costs means they would receive no compensation for transporting calls outside the local calling area, which the Commission recognized in the *BellSouth-Sprint Arbitration Order* is beyond the "typical activities" that an ILEC should be expected to perform in

completing local calls. This would mean that end users do not receive "accurate price signals," which the FCC says "undermines the operation of competitive markets." *ISP Remand Order* at ¶¶ 68, 71.

2. Arguments Seeking Clarification as to an originating carrier's obligation to transport traffic.

Finally, Verizon disputes that our holding does not go far enough. The point of interconnection to be designated by the ALEC, to which the originating carrier has the responsibility for delivering its traffic must be, as FCC regulations point out, "within the incumbent LEC's network." 47 C.F.R. § 51.305(a)(2). Verizon states that by leaving those words out, the Order creates ambiguity, which Verizon suggests that we should clarify.

B. Responses in Opposition

Respondents declare that, contrary to Verizon's argument, the default under FCC rules and orders, is that the physical connection of the parties' networks and the dividing line for financial responsibility is the POI. Under 47 U.S.C. § 251(c)(2)(B), respondents contend, ILECs must provide ALECs interconnection at a technically feasible point selected by the ALEC. This means, they aver, that an ALEC "has the option to interconnect at only one technically feasible point in each LATA."[5] Furthermore, they add, the Act and the *Local Competition Order* place the burden on the ILECs to show that interconnection at a single POI per LATA is not feasible.

Respondents also point out that Verizon raised these arguments before the FCC and they were rejected. The FCC reasserted its

[5]Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance pursuant to Section 271 of the Telecommunications Act of 1996 to provide in-region, interLATA services in Texas, CC Docket No. 00-65, Memorandum Opinion and Order, FCC 00-238, ¶78 (2000).

position that the originating carrier bears the sole financial responsibility to deliver its traffic to the POI.[6]

Further, Respondents contend that Verizon's reliance on the *BellSouth-Sprint Arbitration Order*, which was extra-record evidence that was not subject to cross-examination or challenge in this proceeding, does not meet the standard for reconsideration.

C. Decision

As stated previously, the standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which we failed to consider in rendering our Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974);Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Quaintance, 394 So. 2d 162 (Fla. 1st DCA 1981). In a motion for reconsideration, it is not appropriate to reargue matters that have already been considered. Sherwood v. State, 111 So. 2d 96 (Fla. 3rd DCA 1959); citing State ex.rel. Jaytex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315, 317 (Fla. 1974).

Verizon contends that we misinterpreted 47 U.S.C. § 252(d)(2)(A), the *TRS Wireless Order* and the *Intercarrier Compensation NPRM*. We clearly considered this argument in our Order and stated:

> AT&T witness Follensbee points out that Section 252(d)(2)(A) establishes a "just and reasonable" standard for compensation that requires "mutual and reciprocal recovery" by each carrier for costs associated with

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[6]Petition of WorldCom, Inc. pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission regarding Interconnection Disputes with Verizon Virginia, Inc. and for Expedited Arbitration, CC Docket Nos. 00-218, et al., Memorandum Opinion and Order, Da. 02-1731, ¶66, 68 (Wireline Competition Bureau, rel. July 17, 2002).

> transport and termination. We cannot reconcile the compensation proposals advocated by BellSouth witness Ruscilli, Sprint witness Maples and Verizon witness Beauvais with the Act's requirement for "mutual and reciprocal recovery." If the ILEC proposals are adopted, a terminating carrier would be responsible for paying a portion of the transport costs of an originating carrier's traffic. We believe such a system would provide for asymmetrical recovery and, in addition, would appear to be contrary to 47 C.F.R. 51.703(b), which prohibits a LEC from assessing charges on any other carrier for traffic originating on the LEC's network.

Order at 23.

Verizon asserts that our failure to explain our departure from prior precedent renders our decision arbitrary, but we agree with Respondents that Verizon ably raised this argument in its Post-Hearing Brief on Issue 14, pp. 12-15. We considered the effect of the *TSR Wireless Order*:

> BellSouth witness Ruscilli's efforts to refute the application of the TSR Wireless Order in this proceeding appear to be contingent on his belief that the order must be read in context with 47 C.F.R. 51.701(b)(2) and 51.703(b) . . . . As noted earlier in connection with POI issues in this Order, the definition in Rule 51.703(b) on which witness Ruscilli relies in his testimony and on which BellSouth relies in its brief was changed by the FCC in Order No. 01-131.

Order at 24.

> We considered Verizon's arguments and determined:
>
> We find nothing in the record to support the imposition by us of the intercarrier compensation scheme advocated by the ILEC witnesses. We believe the concerns expressed by the ALEC witnesses are valid and that the mandated sharing of originating carrier transport costs proposed by the ILEC witnesses potentially conflicts with the requirements of Section 252(d)(2)(A) of the Act.

> Additionally, ALEC witnesses cite recent interpretations of the FCC's rules at paragraph 34 of the TSR Wireless Order, and in FCC Order No. 01-132, ¶112, that appear to prohibit an originating carrier from imposing any originating costs on a co-carrier.

Order at 25-26.

Further, we agree with Respondents that our prior *BellSouth-Sprint Arbitration Order* is not controlling precedent, since it involved a specific arbitration. We stated our reasoning for excluding arbitration orders when describing the exclusion of the *Telenet Arbitration Order* from consideration in the originating carrier's retail local calling area default. Thus, we do not believe that Verizon has identified a mistake of fact or law by our lack of reliance on that decision.

In light of the above discussion, we believe that the matters addressed in the Motions for Reconsideration are ably presented by the pleadings and addressed in our decision, and therefore do not present a point of fact or law which was overlooked or which we failed to consider in rendering our Order.

However, upon further review of the arguments submitted and the record in this proceeding, we clarify our statement at p. 25 of our Order such that the point of interconnection designated by the ALEC, to which the originating carrier has the responsibility for delivering its traffic, must be within the ILEC's network. The Motions for reconsideration shall be denied.

VIII. MOTION TO STRIKE

On October 31, 2002, GNAPs filed a Notice of Adoption of the positions and arguments set forth in AT&T/TCG/AT&T Broadband's Motion for Reconsideration. Thereafter, on November 12, 2002, Verizon filed a Motion to Strike GNAPs' filing as untimely.

Verizon argues that GNAPs' Notice of Adoption should have been filed within the time for filing a Motion for Reconsideration since it is adopting AT&T's arguments on reconsideration. At a minimum, Verizon argues that it should have at least been filed within the time for filing a response to AT&T's Motion, which would have been

by October 7, 2002. Verizon argues that under any interpretation, GNAPs' filing is untimely and should be stricken.

We find no provision in our rules for Notices of Adoption with regard to the positions and arguments in a Motion for Reconsideration. We believe that GNAPs' pleading is akin to its own Motion for Reconsideration, and since we are without jurisdiction to extend the time for filing a Motion for Reconsideration, the pleading shall be stricken. See City of Hollywood v. Public Employee Relations Commission, 432 So.2d 79 (Fla. 4th DCA 1983) and Citizens of the State of Florida v. North Fort Meyers Utility, Inc. and Florida Public Service Commission, Case No. 95-1439 (Fla. 1st DCA, November 16, 1995). Even if GNAPs' pleading is instead considered a response to AT&T's Motion, the October 31, 2002, filing of it can in no way be considered timely. Therefore, we find that Verizon's Motion to Strike shall be granted.

IX. MOTIONS TO STAY

ARGUMENTS

On September 25, 2002, Verizon, ALLTEL, Sprint-Florida, Incorporated and Sprint Communications Company Limited Partnership (hereinafter "Sprint")asked that we grant a stay pending appeal of our decision in this matter, if we do not reconsider our decision that the originating carrier's local calling area will serve as the default for determining the applicable intercarrier compensation. They contend that if we do not grant reconsideration on this issue, they will appeal the decision.

Specifically, they assert that we should grant the stay pursuant to Rule 25-22.061, Florida Administrative Code, because the decision at issue is one that involves a decrease in rates charged to customers. They assert that this is the case, because under our decision, ALECs could pay the incumbents TELRIC-based reciprocal compensation, rather than the higher charge for access, based upon the ALECs' larger calling area. The companies contend that this is manifestly a reduction in rates that they may charge for this traffic. As such, they believe that a stay should be granted as a matter of right.

Even if we do not agree with the rationale that our decision amounts to a reduction in rates, the companies contend that a stay should still be granted because they meet the criteria set forth in Rule 25-22.061(2), Florida Administrative Code. They contend that: (1) they are likely to prevail on appeal; (2) they will suffer irreparable harm in the absence of a stay; and (3) the status quo will not be detrimental to the public interest. They argue that our decision on this issue was arbitrary and not supported by the evidence in the record. The companies also contend that in the absence of a stay, they are subject to substantial revenue losses on an annual basis. Furthermore, they emphasize that there is no evidence that the public was ever harmed prior to this decision without a default in place, and therefore, staying the decision to set a default would not create or exacerbate any public harm.

For these reasons, Verizon, ALLTEL, and Sprint ask that the decision to set a default calling area for purposes of determining intercarrier compensation based on the originating carrier's calling area be stayed, if the Commission does not reconsider its decision on this issue.

On October 2, 2002, Frontier Communications, GT COM, ITS Telecommunications, Northeast Florida Telephone, Smart City Telecom, and TDS Telecom/Quincy, filed a response in support of the Motion for Partial Reconsideration and, in the alternative, Motion for Stay Pending Appeal filed by Verizon and ALLTEL.

On October 7, 2002, AT&T, TCG, AT&T Broadband, FCTA, FCCA, and Time Warner filed joint responses in opposition. That same day, US LEC also filed responses in opposition. On October 8, 2002, FDN filed a Notice of Adoption of these responses in opposition to the motions filed by Verizon, ALLTEL, and Sprint. The respondents opposing the stay are hereinafter referred to as the "ALECs."

The ALECs contend that the request for stay is untimely, because no appeal has been filed. They contend that Rule 25-22.061, Florida Administrative Code, contemplates that a stay would only be requested after an appeal has been filed.

If, however, we prefer to address the requests for stay, the ALECs contend that Rule 25-22.061(1)(a), Florida Administrative Code, only applies to the refund of money to "customers" and a

decrease in charges to "customers," i.e., end users and ratepayers, not providers contractually obligated to pay compensation for the transport and termination of telecommunications traffic.[7] Thus, they do not believe that the requests for stay should be granted as a matter of right.

Furthermore, the ALECs argue that Verizon, ALLTEL, and Sprint have not met the conditions for granting a discretionary stay pending appeal. They contend that our decision on this issue complies with federal and state law, and would be given great deference on appeal. Thus, the ALECs believe that our decision would be upheld on appeal.

The ALECs also contend that it is speculative whether Verizon, ALLTEL, and Sprint would suffer any actual losses as a result of our decision. Regardless, the ALECs believe that any losses experienced would be competitive losses, and should not be considered "irreparable," because they would be the result of proper "revisions to the out-moded monopoly era local calling areas."

In addition, the ALECs contend that a stay would cause substantial harm to the public interest, because the development of local exchange competition would be delayed.[8]

B. Decision

Upon our decision to deny reconsideration regarding the definition of a local calling area, we find that the requests for stay should be rejected outright, because they are premature. Rule 25-22.061, Florida Administrative Code, contemplates that a request for stay would be submitted when an appeal of our decision has been taken, not before. No notice of appeal has been filed in this proceeding.

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[7]*Citing* In re: Complaint of WorldCom Technologies, Inc. against BellSouth Telecommunications, Inc., Order No. PSC-99-0758-FOF-TL, at p. 4 (quoting, in part, ". . . the rule is designed to apply to rate cases or other proceedings involving rates and charges to end user ratepayers or customers. . . .")

[8]*Citing* WorldCom Complaint, Order No. PSC-99-0758-FOF-TP at p. 8.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Motions for Reconsideration addressed herein are denied as set forth in the body of this Order. It is further

ORDERED that our decision regarding the point of interconnection designated by the ALEC is clarified as set forth in the body of this Order. It is further

ORDERED that Verizon Florida, Inc.'s Motion to Strike is granted. It is further

ORDERED that the requests for stay addressed herein are denied as set forth in the body of this Order. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 8th Day of January, 2003.

Blanca S. Bayó

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

(S E A L)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of the Commission Clerk and Administrative Services and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.