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June 17, 1996

ORIGINAL
FILE COPY

BY HAND DELIVERY

Ms. Blanca S. Bayó
Director, Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 950985-TP (Local Interconnection)

Dear Ms. Bayó:

Enclosed for filing on behalf of MCI Metro Access Transmission Services, Inc. (MCImetro) in the above referenced docket are the original and 15 copies of MCI Metro's Response to Motions for Reconsideration and MCI Metro's Cross-Motion for Reconsideration.

By copy of this letter this document has been provided to the parties on the attached service list.

Very truly yours,

Richard D. Melson

RDM/cc
Enclosures
cc: Parties of Record

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Resolution of petition(s) to establish nondiscriminatory rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes.	Docket No. 950985-TP Filed: June 17, 1996

MCI METRO ACCESS TRANSMISSION SERVICES, INC.'S (1) RESPONSE TO MOTIONS FOR RECONSIDERATION, AND (2) MCI METRO'S CROSS-MOTION FOR RECONSIDERATION

MCI Metro Access Transmission Services, Inc. (MCImetro) hereby submits its response to the Motions for Reconsideration filed by GTE Florida, Incorporated ("GTEFL") and United Telephone Company of Florida and Central Telephone Company of Florida ("Sprint-United/Centel"). MCImetro has elected not to respond to the Motions for Reconsideration filed by the Florida Cable Telecommunications Association ("FCTA"), Time Warner AxS of Florida, L.P. ("Time Warner"), and Continental Cablevision, Inc. ("Continental").

By way of cross-petition for reconsideration, MCImetro also asks the Commission to direct GTEFL and Sprint-United/Centel to file the tariffs required to implement the Commission's decisions in this docket within 30 days following the Commission's vote on reconsideration in this docket.

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A. RESPONSE TO MOTIONS FOR RECONSIDERATION

I. The Commission's Order Did Not Overlook or Fail to Consider any Relevant Evidence or Legal Principles

The purpose of a motion for reconsideration is to bring to the attention of the tribunal some point of fact or law which it overlooked or failed to consider when it rendered its decision. Diamond Cab Co. of Miami v. King, 146 So. 2d 889 (Fla. 1962); Pingree v. Quaintance, 394 So. 2d 161 (Fla. 1st DCA 1981). As the court in State v. Green, 106 So. 2d 817, 818 (Fla. 1st DCA 1958) said with reference to petitions for rehearing:

> The sole and only purpose of a petition for rehearing is to call to the attention of the court some fact, precedent, or rule of law which the court has overlooked in rendering its decision. . . .
>
> It is not a compliment to the intelligence, the competence or the industry of the court for it to be told in each case which it decides that it has "overlooked and failed to consider" from three to twenty matters which, had they been given proper weight, would have necessitated a different decision.

When measured against these standards, the various Motions for Reconsideration should be denied.

II. Mutual Traffic Exchange Does Not Violate Florida Law (GTEFL Point A)

GTEFL contends that the Commission's approval of mutual traffic exchange violates Section 364.162, Florida Statutes, in that the Commission has failed to impose a "charge" for interconnection. (GTEFL Motion at 4) To support this position, GTEFL argues that the Commission should give effect to the plain

and obvious meaning of the statute. GTEFL then concludes that based on the dictionary definition of "charge," which is only one of the three terms (rate, charge, price) used in the statute, the Commission is precluded from establishing a mutual traffic exchange mechanism based on "in kind" compensation. (GTEFL Motion at 5-6) emphasis added)[1]

GTEFL's analysis misses the mark. Section 364.162 uses three terms interchangeably to refer to the compensation mechanism for local interconnection -- price, rate, and charge. GTEFL's dictionary analysis focuses only on the term "charge," which is defined as a "price." GTEFL then asserts that in-kind compensation is inconsistent with the notion of a price or charge and the Commission's approval of mutual traffic exchange is therefore contrary to Florida law.

GTEFL stopped its dictionary analysis too soon. The term "price," which is used in the statute as well as in the dictionary definitions of both "charge" and "rate," is defined as "the quantity of one thing that is demanded in barter or sale for another." Webster's Ninth New Collegiate Dictionary, 933 (9th ed. 1991) While the "thing" demanded in "barter" may be money, it does not have to be. Black's similarly defines price to be "[t]he

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[1] Sprint-United Centel made a similar dictionary definition based argument in its post-hearing brief, which was specifically analyzed and rejected in the Commission's final order. (Order at 18). Under the Diamond Cab standard, GTEFL should not be permitted to reargue a point of law that clearly was at issue in the case simply because its legal conclusion differs from that reached by the Commission after full consideration.

consideration given for the purchase of a thing." Black's Law Dictionary, 1188 (7th ed. 1990) Again, this consideration is not necessarily expressed in monetary terms. Thus nothing in Chapter 364 expressly or impliedly precludes the Commission from establishing "in-kind" compensation, in the form of mutual traffic exchange, as the mechanism for charging for local interconnection.

III. The Evidence Shows That Mutual Traffic Exchange Enables GTEFL to Cover Its Cost of Providing Interconnection (GTEFL Point B)

Contrary to GTEFL's assertion, the use of mutual traffic exchange does enable GTEFL to recover its cost of providing local interconnection. Dr. Cornell and Mr. Wood both testified that mutual traffic exchange provides compensation "in kind" which is sufficient in economic terms to cover GTEFL's cost of providing interconnection. (T 371-2, 432, 846) The Commission appropriately relied on this economic testimony in its final order, where it concluded that "when traffic is in balance, mutual traffic exchange is akin to payment in kind." (Order at 19) GTEFL's argument ignores the fact that GTEFL is avoiding the payment of cash compensation, and those avoided cash payments remain with GTEFL to cover its costs of providing interconnection. In economic terms, GTEFL covers its costs of interconnection just as surely through mutual traffic exchange as it would through its preferred alternative of mutual cash exchange.

GTEFL says that the Commission's analysis is in error because there was inadequate evidence to conclude that traffic would be in

balance, or at least sufficiently close to balance not to exceed transactions costs. (GTEFL Motion at 7) GTEFL criticizes the Commission for "speculating" that traffic will not be imbalanced. GTEFL then turns around and in the next breath asks the Commission to speculate that traffic will be imbalanced. This is nothing but an argument about the weight of the evidence.

Since there is not yet any experience with local interconnection in Florida, it is impossible to say with certainty whether or not traffic will be in balance. In this case, the Commission weighed the competing testimony and evidence and concluded that it was highly speculative to predict that traffic would be sufficiently imbalanced to preclude using mutual traffic exchange, particularly when the other advantages of mutual traffic exchange were factored into the consideration.[2] (Order at 15) GTEFL obviously differs with the Commission about the weight to be given to the competing testimony, and the manner in which the uncertainty about the future should be resolved. A disagreement with the finder of fact's evaluation of the evidence, however, is not grounds for reconsideration.

Recognizing the difficulty of predicting future traffic patterns, the Commission established a "safety valve" which allows

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[2] For example, GTEFL ignores the fact that any compensation mechanism other than mutual traffic exchange imposes additional measurement and billing costs which are a dead-weight loss if traffic is, as expected, substantially in balance. It also ignores the fact that mutual traffic exchange provides the lowest barrier to entry of any method presented, thereby addressing the statute's policy of reducing barriers to full competition.

any carrier to request that the compensation mechanism be changed upon a showing that traffic in fact is imbalanced to the point that mutual traffic exchange precludes it from recovering its costs. (Order at 20, 21) With this safety valve in place, GTEFL cannot complain that it is at risk of failing to recover its cost of providing interconnection.[3]

IV. The Commission's Conclusion That Costs of Measurement and Billing are Significant is Supported by Competent, Substantial Evidence (GTEFL Point C)

There is ample evidence in the record to support the Commission's finding that there is a significant expense to measuring terminating local traffic and that this expense is avoided by the use of mutual traffic exchange. While GTEFL did present some evidence to support its claim that the cost of measurement and billing would be "minuscule," that evidence went to the cost of measuring total minutes of terminating traffic, not to the additional cost of identifying which of those minutes represent local traffic and the cost of billing those local minutes.

Other evidence, to which the Commission gave more weight, shows that the LECs, including GTEFL, do not have the capability to separate terminating local usage from terminating toll usage; that the cost to install the capability to separate such traffic is

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[3] GTEFL's argument that it cannot recover costs is particularly startling when one considers that GTEFL put forward no affirmative evidence of the interconnection costs which it says must be recovered through a cash rate. The only evidence in the record of GTEFL's costs was entered by the staff, which attempted to build a record on this issue with the best information available to it through the discovery process.

significant; and that the transaction cost of attempting to measure, identify and bill terminating local usage is likely to substantially outweigh the benefits unless traffic is grossly out of balance. (See T. 374, 386-7, 440-1, 834-6, 864-7, 916-20, 928-33, 943-6, 1196; Ex. 26 at 52) This and other evidence supporting the Commission's determination was detailed at pages 31-32 of the Staff's Recommendation in this docket, and was clearly considered by the Commission in making its findings and conclusions.

GTEFL clearly would like the Commission to give more weight to the testimony of its witnesses, but the weight of the evidence is not properly before the Commission on reconsideration.

V. The Commission's Decision to Require GTEFL to Offer and Tariff Mutual Traffic Exchange Is Not Unfairly Discriminatory (GTEFL Point D)

GTEFL asserts that the Commission's order violates its statutory obligation to establish non-discriminatory rates and terms for interconnection by requiring GTEFL to tariff mutual traffic exchange after having approved a negotiated agreement between GTEFL and Intermedia Communications, Inc. ("ITI") which provides for cash compensation for the termination of local traffic. This challenge should be rejected.

Section 364.162, Florida Statutes, establishes a two part procedure for establishing provisions for local interconnection. Under subsection (1), parties have 60 days to negotiate "mutually acceptable" prices, terms and conditions of interconnection. If negotiations fail, the parties have a right under subsection (2) to

petition the Commission to establish "nondiscriminatory" rates, terms and conditions of interconnection. In either event -- negotiation or Commission action -- the prices, rates, terms and conditions must be filed with the Commission before their effective date.

GTEFL argues in essence that once any party has negotiated a "mutually acceptable" interconnection agreement, the Commission cannot establish different prices, terms and conditions unless the petitioning party shows that it is situated differently from the parties who were able to negotiate an agreement. If the Commission were to accept this approach, a LEC would simply negotiate first with the "weakest" party to establish an agreement with the lowest common denominator by which all subsequent parties would be bound. Such an interpretation would do violence to the statutory scheme.

A more logical interpretation of the statute is that:

(1) the Commission should approve any "mutually acceptable" agreement negotiated by the parties, and should require it to be filed as a tariff so that any other party can take advantage of the same arrangement;

(2) upon petition, the Commission should establish "nondiscriminatory" arrangements based on the record before it, and should require those provisions to be filed as a tariff so that any other party can take advantage of the same arrangement; and

(3) in the event a party claims that the difference between the negotiated provisions and the Commission-ordered provisions

results in undue discrimination, that claim should be resolved via a separate complaint proceeding.[4]

Unlike the "first deal prevails" position taken by GTEFL, this approach preserves both the right of parties to negotiate and the right of parties to petition the Commission to resolve their dispute if negotiations fail.

Although the order approving the GTEFL/ITI Agreement has not yet been issued, this appears to be the approach that the Commission has taken. The staff recommendation on the GTEFL/ITI Agreement noted, for example, that the agreement's approach to local number portability was different than what the Commission had ordered in its temporary local number portability docket. This was not used as a reason either to disapprove the GTEFL/ITI Agreement, nor to revisit the Commission's earlier decision. Instead, the staff recommended that GTEFL be required to tariff both pricing approaches, and give ALECs the option of taking one pricing package or the other. (Recommendation 5/9/96, Docket 960228-TP, page 4)

This approach is also consistent with the precedent that the Commission established when it approved an earlier negotiated agreement between BellSouth and various ALECs. In the order approving the BellSouth agreement, the Commission acknowledged that a negotiation might produce a different regime than litigation, and

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[4] Of course, no complaint proceeding should be necessary so long as an ALEC is free to take either the provisions it negotiated or the provisions included in any PSC-approved tariff.

reserved for a subsequent complaint proceeding any claim that the differences were unduly discriminatory:

> Approving the settlement as to those parties that signed creates the possibility that there may be two different regimes for local exchange competitors competing with BellSouth. Those entities that signed the agreement would have one set of rates, terms and conditions for Universal Service/Carrier of Last Resort, Number Portability, Interconnection, and Unbundling and Resale, while those that did not sign the agreement would receive the rates, terms and conditions set by the Commission after hearing.
>
> Two differing regimes of rates, terms and conditions for competitors raises the question of whether we would be endorsing discriminatory rates, terms and conditions that are contrary to the provisions for interconnection and resale. It is clear that the new statutory regime endorses negotiations to solve implementation controversies. It is also clear that if negotiations fail, the Commission is left to resolve the controversy. Any decision that we make resolving the controversy through litigation must be nondiscriminatory. However, where portions of the controversy are negotiated by some parties and not all, it is not clear that differing results based on negotiations versus litigation run afoul of the nondiscrimination provisions. Such differences do not appear at this point to be clearly unreasonably discriminatory. Moreover, we must also note that we will attempt to honor the negotiations to the extent permissible. If any affected party believes that such separate regimes are discriminatory, then such party can file a complaint and the question can be addressed in a factual context rather than in the abstract.
>
> Upon consideration, we find that the Agreement should be approved. Our approval of the agreement is only as to those parties that have signed the agreement or will sign the agreement in the future. Those parties that have not signed the agreement shall not be bound by the terms of the agreement. For

> those that have not signed, we have already dealt with US/COLR and number portability, and we are scheduled to address interconnection and resale/unbundling in early January.
>
> (Order No. PSC-96-0082-AS-TP at 4-5)

In the order now on reconsideration, the Commission ordered the implementation of mutual traffic exchange between GTEFL and MFS, and further ordered that "GTEFL and United/Centel shall file tariffs regarding their interconnection rates and other arrangements set by the Commission. . . ." (Order at 49)

Under ordinary principles of tariff interpretation, these "nondiscriminatory" rates, terms and conditions should be available to all comers -- including ITI -- thereby eliminating any possible claim of discrimination.

VI. Mutual Traffic Exchange Does Not Violate the Takings Clauses of the State or Federal Constitutions (GTEFL Point E)

GTEFL's takings argument hinges on its assertions that the "mandated use of GTEFL's facilities to allow interconnection for MFS provides a permanent and physical access to GTEFL's tangible property" and the mutual traffic exchange "provides GTEFL with no compensation" for such physical intrusion.

GTEFL's claim of physical intrusion is important, because a taking per se occurs only when such a physical intrusion is present. Loretto v. Teleprompter Manhattan CATV Corp., 458 U.S.

419, 73 L. Ed. 2d 868 (1982).[5] In Loretto, the Court was dealing with a state statute which required private landlords to allow a cable television company to place its cable on their private property. In holding that such a statute constituted a taking, the Court stated:

> Our holding today is very narrow. We affirm the traditional rule that a permanent physical occupation of property is a taking. . . .We do not, however, question the equally substantial authority upholding a State's broad power to impose appropriate restrictions upon an owner's use of his property.

Id. at 441, emphasis in original.

A close examination of GTEFL's position belies the fact that any "physical intrusion" is present in this case. Nothing in the order gives an ALEC a right to physically enter GTEFL's property. Instead, the order involves only the "use" of GTEFL's network, in common with all of GTEFL's other customers, to terminate traffic originated from the ALEC. The absurdity of GTEFL's position can be seen by substituting the term "business customer" for "MFS" or "ALEC" in GTEFL's description of how its property is subject to "physical intrusion" by an ALEC's traffic (see GTEFL Motion at 14):

> Mandated use of GTEFL's facilities to allow interconnection for *a business customer* by definition provides a permanent and physical access to GTEFL's tangible property. This

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[5] When there is something less than an actual physical intrusion, the analysis must proceed under the standards in Penn Central Transportation Co. v. New York City, 438 U.S. 104, 57 L.Ed. 2d 631 (1978) and its progeny, which involve an ad hoc inquiry into the impact of the regulation in order to determine if a taking has occurred. See, Loretto at 432.

> interconnection allows *the business customer* to move its traffic over GTEFL's network which is then physically invaded by the bits and bytes transmitted by *the business customer*." Moreover, in carrying traffic originated by a *business customer*, GTEFL will be required to make investments in physical property to accommodate such traffic in order to avoid degrading service generally and will be obligated to devote measurable network capacity to the carriage of this traffic. As a result, property in GTEFL's switching office and transport network is occupied by *business customer* originated traffic, thereby depriving GTEFL of the use of this property to serve its *other* customers.

Under GTEFL's theory, a taking would thus occur by "physical intrusion" whenever any customer used its network to terminate traffic. That simply is not what the case law says.

The second part of GTEFL's taking argument hinges on its assertion that mutual traffic exchange does not provide it with any compensation, much less "just compensation," for the use of its network. As discussed in Part III above, mutual traffic exchange does provide "in kind" compensation sufficient to compensate GTEFL for the use of its network.

In Constitutional terms, where an alleged taking results from the price established by a regulatory body for a public utility service, rather than by a physical invasion of its property, the seminal cases of Federal Power Commission v. Hope, 320 U.S. 591 (1944) and Bluefield Water Works v. Public Service Commission of West Virginia, 262 U.S. 679 (1923) teach that a public utility's property is not taken by regulation so long as the rates established by the regulatory authority allow the utility to earn

a reasonable return on its investment. GTEFL has not argued that the Commission's action in this case deprives it of the opportunity to earn a fair return on its overall utility operations. The establishment for one service of "in-kind" rates that cover GTEFL's TSLRIC cost of providing the service -- including its cost of capital -- is perfectly valid under both the state and federal constitutions.

VII. The Commission Did Not Fail to Consider the Impact of its Decision on GTEFL (GTEFL Point F)

GTEFL's Point F is simply a reargument of the weight of the evidence on subsidiary findings which support the Commission's overall decision to require mutual traffic exchange. GTEFL says, for example, that the record is devoid of any evidence that it could use an originating responsibility plan to impose barriers to entry. (GTEFL Motion at 18) This assertion ignores the extensive testimony of Dr. Cornell which deals with barriers to entry and demonstrates how any plan other than mutual traffic exchange has the potential to create substantial entry barriers. (T. 825-45)

GTEFL also complains that the Commission's order requires it to unfairly subsidize its competitors. Yet GTEFL's complaint is simply the reiteration, in another form, of the argument that mutual traffic exchange does not cover the cost of interconnection. As the Commission properly concluded, mutual traffic exchange does enable the LEC to cover its costs (see Point III, above), and therefore the issue of subsidy never arises.

VIII. There Is Competent Substantial Evidence to Support The Intermediary Rate Established by the Commission (GTEFL Point G)

The Commission established a rate of $.00075 to compensate GTEFL for handling "intermediary traffic"; that is, traffic which transits GTEFL's tandem without going to its end office. The record shows that this approved rate is in excess of GTEFL's LRIC of providing the service. (See Confid. Ex. 29 at 1000013, "tandem switching") While Ms. Menard speculated that this rate might not cover TSLRIC, GTEFL presented no TSLRIC cost figures for this function. (T. 1088-89) The Commission is not obligated to rely on Ms. Menard's speculation about the relationship between LRIC and TSLRIC, and is entitled instead to rely on the only cost evidence available to it in the record. GTEFL cannot be permitted to insist that its rates must cover TSLRIC costs; fail to provide those costs to the Commission; then complain that the Commission has not set a rate sufficiently high to recover those unknown costs.

IX. The Commission's Decision to Require Mutual Traffic Exchange Does Not Violate the Telecommunications Act of 1996 (Sprint Point II)

Section 251(b)(5) of the Telecommunications Act of 1996 (Act) obligates all local exchange carriers to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

Section 252(d)(2)(A) provides the general rule that governs state commission approval of reciprocal compensation arrangements. The general rule in paragraph (2)(A) applies regardless of whether

the arrangements have been established by the parties through a voluntary agreement under Section 252(a) or through action by a state commission under Section 252(b). In either event, the reciprocal compensation arrangements must provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination of calls.

Section 252(d)(2)(B) then sets out the rules of construction for all of paragraph 252(d)(2). Under these rules, section 252(d)(2):

> shall not be construed--
>
> (i) to preclude arrangements that afford the mutual recovery of costs through the offsetting of reciprocal obligations, including arrangements that waive mutual recovery (such as bill and keep arrangements);
> . . .

While this subparagraph does not **require** a state commission to adopt mutual traffic exchange, it clearly authorizes it to do so. The Act expressly recognizes that the offsetting of reciprocal obligations, whether through bill and keep, mutual traffic exchange, or some other similar arrangement, is a permissible method of cost recovery. Nothing in the Act states that the rules of construction under Section 252(d)(2)(B) apply only to voluntarily negotiated compensation mechanisms, as opposed to Commission-prescribed mechanisms, and nothing suggests that the Commission has less latitude than the parties would have to establish an appropriate compensation policy. In short,

Commission-mandated mutual traffic exchange is fully consistent with the Telecommunications Act of 1996.

Sprint/United-Centel's contention that the Commission's "safety valve", which can be triggered whenever any party believes that traffic is sufficiently imbalanced that it is not recovering its costs of interconnection, is insufficient to ensure that Sprint/United-Centel is compensated based on a "reasonable approximation of costs." That argument must fail. The Commission has held that so long as traffic is balanced, mutual traffic enables all parites to recover their costs. Mutual traffic exchange would fail to recover such costs only if traffic was persistently out of balance by more than a de minimis amount. This is precisely the situation in which any party can seek to make the requisite showing under the Order's savings clause to trigger the payment of cash compensation. Nothing in this approach is inconsistent with either the language or the intent of the Act.

X. The Record Supports Permitting Sprint-United/Centel to Charge for the Cross-Connect Functionalities It Provides, But With the Rate Equal to TSLRIC (Sprint Point IIIb)

Sprint-United/Centel contends that it should be entitled to charge the applicable rates contained in its expanded interconnection tariff for any function provided when making a cross-connection between two ALECs' colocated facilities, rather than being limited to the tariffed charge for a single cross-connect.

MCImetro agrees in part and disagrees in part. The record supports Sprint-United/Centel being permitted to charge for any function that it provides, if it in fact provides more than a single cross-connect. The record also shows, however, that the charge for that function should be set at the TSLRIC cost of providing the functionality, not at a higher, tariffed rate than includes contribution in excess of cost. (T. 860)

XI. The Commission's Decision With Regard to Directory Services is Supported by Competent, Substantial Evidence (Sprint Point V)

The record supports the Commission's conclusion that Sprint-United/Centel will gain revenues from having ALEC customers listed in its directories. Under their agreements with the affiliated directory publishers, United and Centel do not pay for residence and business listings and they receive a contracted amount for business listings included in the yellow pages. (Poag, Ex. 41 at 15-16) Thus including ALEC listings in the directories at no cost to the ALECs will result in United and Centel continuing to receive associated yellow pages revenues that would be lost if such listings were not included.

XII. MCImetro Does Not Object To Sprint-United/Centel's Request for Reconsideration and/or Clarification on the "Toll Default" and "E911" Issues. (Sprint Points IIIa and V)

MCImetro agrees with Sprint/United-Centel that the word "terminating" appears to have been inadvertently used in place of the word "originating" in several places in the Commission's order,

and does not object to correction or clarification of this point on reconsideration. (Sprint Motion at 4-6)

MCImetro also agrees that since Sprint/United Centel does not have secondary 911 tandems, it should not be required to provide alternative routing to the ALECs if trunks to the primary 911 tandems are out of service. MCImetro is ready, willing and able to route to the 10-digit emergency service number in such instances.

B. CROSS-MOTION FOR RECONSIDERATION

MCImetro moves the Commission to reconsider that portion of its order which gives GTEFL and Sprint/United-Centel 60 days from the entry of a written order on reconsideration in which to file tariffs to implement the Commission's decisions in this docket. (Order at 49) To MCImetro's knowledge, there was no testimony addressing the appropriate tariffing interval, and the 60-day requirement was based on a verbal recommendation by the Commission staff.

MCImetro believes that if tariff filings are delayed until 60 days from the entry of an order on reconsideration, the ability of ALECs to commence business on the terms and conditions ordered by the Commission may be adversely affected. Since a written order is typically issued 20 days after the agenda conference (and in major cases is frequently delayed even longer), the current order would create at least an 80-day delay after the Commission's final vote before tariffs are required. This appears to be inconsistent with the thrust of the amendments to Chapter 364, which put local

interconnection proceedings on a tight timetable in order to ensure that the conditions prerequisite for local competition would be in place as quickly as possible.

MCImetro suggests that a much more reasonable time would be 30 days from the date of the vote on reconsideration. The LECs have known since May 20th the parameters of the Commission's decision. Assuming that the original decision is left intact, or modified only slightly on reconsideration, there should be no impediment to prompt tariff filings to implement that decision. As the Commission is aware, when LECs were subject to rate base, rate of return regulation, they were capable of filing tariffs to comply with a Commission order increasing their rates in a surprisingly short time following the Commission's vote. They should be held to no less a standard in this case.

CONCLUSION

On reconsideration, the Commission should:

(1) shorten the time for tariff filings to implement the Commission's decisions to 30 days from the date of the Commission's vote on reconsideration;

(2) reconsider or clarify the provisions of the Order dealing with toll default and E911 routing; and

(3) except for those items, deny the Motions for Reconsideration filed by GTEFL and Sprint/United-Centel for the reasons set forth above.

RESPECTFULLY SUBMITTED this 17th day of June, 1996.

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By: _____

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following by U.S. Mail this 17th of June, 1996.

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