

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for approval of ) DOCKET NO. 960791-TP  
interconnection agreement with ) ORDER NO. PSC-96-1306-FOF-TP  
Intermedia Communications of ) ISSUED: October 28, 1996  
Florida, Inc. by United )  
Telephone Company of Florida and )  
Central Telephone Company of )  
Florida. )  
\_\_\_\_\_)

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK, Chairman  
J. TERRY DEASON  
JOE GARCIA  
JULIA L. JOHNSON  
DIANE K. KIESLING

ORDER APPROVING INTERCONNECTION AGREEMENT OF  
UNITED TELEPHONE COMPANY OF FLORIDA AND CENTRAL  
TELEPHONE COMPANY OF FLORIDA WITH  
INTERMEDIA COMMUNICATIONS OF FLORIDA, INC.

**BACKGROUND**

On July 1, 1996, United Telephone Company of Florida and Central Telephone Company of Florida (hereinafter collectively referred to as United-Centel) filed a petition for approval of an interconnection agreement with Intermedia Communications of Florida, Inc. (ICI). The agreement was executed on February 9, 1996, and United-Centel is seeking approval of the agreement under the Telecommunications Act of 1996. We find that this agreement will resolve the major issues between the parties and allow them to begin to compete in the local exchange market (See Attachment I).

Both the 1996 Act and the revised Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the 1996 Act, "any party may, at any point in the negotiation, ask the State commission to participate in the negotiation and to mediate any differences arising in the course of the negotiation." If the parties reach a negotiated agreement, under Section 252(e) of the 1996 Act it is to be filed with us state commission for approval. In addition, Section 252(a)(1) of the 1996 Act requires that "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." Under Section 252(e)(4), we must approve or reject the agreement within 90 days after submission, or the agreement shall be deemed approved.

DOCUMENT NUMBER-DATE

11405 OCT 28 96

FPSC-RECORDS/REPORTING

We have reviewed the United-Centel and ICI proposed agreement for compliance with both the Florida statutes and the 1996 Act. The agreement contains sections on local interconnection, unbundling and resale, universal service, and temporary number portability.

#### Local Interconnection

The delivery of local traffic between ICI and United-Centel shall be reciprocal and compensation will be mutual. United-Centel makes available two forms of interconnection: a flat-rated port charge arrangement (hereinafter referred to as Option A) or a per minute of use charge (hereinafter referred to as Option B). The option chosen by ICI will remain in effect for the duration of the agreement.

If Option A is elected, ICI will purchase the capacity of a DS1 for terminating traffic to United-Centel. Similarly, United-Centel would purchase the capacity of a DS1 from ICI. Depending on ICI's network requirements and traffic patterns, ICI could purchase the DS1 capacity at United-Centel's access tandem, local tandem or at an end office. The flat-rated port charge, Option A, is based on a fixed monthly charge for a DS1 interconnection at a tandem or an individual end office. Both the tandem and the end office port charges are developed based on the access charge rate elements. The tandem port rates include the additional switching and transport functions associated with a tandem.

If Option B is elected, the parties will compensate each other using United-Centel's terminating local switched access rates for terminating local traffic on each other's network. The parties will pay each other United-Centel's terminating switched access rate, exclusive of the residual interconnection charge (RIC) and carrier common line elements of the switched access rate, on a per minute of use basis. This rate is \$.01867 per minute. If it is mutually agreed that the administrative costs associated with Option B are greater than the net monies exchanged, the parties will exchange local traffic on an in kind basis, foregoing compensation in the form of cash or cash equivalent. However, neither party is required to compensate the other for more than one hundred five percent (105%) of the total minutes of use of the party with the lower minutes of use in the same month.

### Unbundling and Resale

Several network elements are proposed to be unbundled and made available to ICI under the agreement:

- (1) Access to 911/E911 Emergency Network
- (2) Directory Listings and Directory Distribution
- (3) IntraLATA 800 Traffic
- (4) Busy Line Verification/Emergency Interrupt Services
- (5) Directory Assistance
- (6) Network Design and Management
- (7) CLASS interoperability and Signaling
- (8) Local Loop

We are concerned that the 911/E911 alternate routing arrangement does not accurately reflect the way United-Centel provides emergency services. We believe that this section needs to be corrected in order for the agreement to be compliant with public interest considerations pursuant to 252(e)(2)(A)(ii). We have asked United-Centel to modify the 911/E911 section of the agreement to reflect the actual alternate routing safeguards that will be provided.

Some of the unbundling and resale sections of the agreement lacked the detail required by Section 252(a)(1) of the Act. United-Centel and ICI have been contacted about the lack of detail. The parties have agreed to submit the additional information. We believe that the parties should submit those supplements to the agreement to Records and Reporting prior to September 28, 1996, which will contain the necessary detailed information as indicated in Attachment II. If the parties do not provide the details by that date, then we shall reject this proposed agreement due to the lack of detailed information, as required by the Act.

### Universal Service

With respect to universal service issues, we, by Order No. PSC-95-1592-FOF-TP issued December 27, 1995, established a generic policy to implement an interim mechanism that consists of two components. First, the LECs should continue to fund their universal service/carrier of last resort (US/COLR) requirements via markups on the rates of their services. Second, an expedited petition process for US/COLR funding on a case-by-case basis is adopted, wherein a LEC may demonstrate that competitive entry has eroded its ability to fund its US/COLR obligations and quantify the shortfall in support due to competitive entry. Decisions on the amount of funding required, how to recover such identified amounts, and related matters will be based on the facts presented. If

funding is deemed necessary, any mechanism adopted will be company-specific.

Under the proposed agreement the signatories agree that United-Centel will guarantee the provision of universal service as the carrier of last resort throughout its territory until January 1, 1998. Further, the proposed agreement is consistent with our policy, in that it allows United-Centel during the two-year period to petition us for relief if it believes that competition is undermining its ability to sustain its US/COLR responsibilities.

Temporary Number Portability

The proposed agreement differs from the our decision on temporary number portability in Order No. PSC-95-1604-FOF-TP issued December 28, 1995, in Docket No. 950737-TP in two respects. First, the recurring monthly rates in the proposed agreement for ported numbers are higher than the rates adopted by us. The recurring charge in the agreement is \$1.25 per line per month for residential or business lines. We ordered \$1.00 per line per month for residential or business lines. We did allow parties to negotiate different rates as part of a larger package. Second, while the we adopted a nonrecurring establishment charge of \$10.00 per order per customer account, the proposed agreement provides for a charge of \$25.00 per order. Although the nonrecurring charge is different and above the company's stated cost in Docket No. 950737-TP, we believe that the agreement's provisions on temporary number portability should be viewed in conjunction with all other conditions in the agreement.

Conclusion

Table 1-1 compares the major elements of the United-Centel/ICI agreement with our ordered interconnection arrangements and our approved negotiated interconnection agreements.

Table 1-1

	United-Centel/ICI	GTEFL/Intermedia Negotiated Agreement	BellSouth/FCTA Negotiated Agreement	BellSouth/MCImetro and MFS-FL Commission Ordered Arrangement
Local Inter-connection	\$.01867/Minute 105% Cap **	\$.011136/Minute 105% Cap **	\$.01052/Minute 105% Cap **	Mutual Traffic Exchange
Unbundled Loops	\$19.05/month	\$23.00/month	\$21.15/month	\$17.00/month

	United-Centel/ICI	GTEFL/Intermedia Negotiated Agreement	BellSouth/FCTA Negotiated Agreement	BellSouth/MCImetro and MPS-FL Commission Ordered Arrangement
Temporary Number Portability				
Recurring -	\$1.25/line per month res. or bus.	\$1.25/line per month res. or bus.	\$1.25/line per month res. and \$1.50/line per month bus.	\$1.00/line per month res. or bus.
Additional Path -	\$.50/path	\$.50/path	\$.50/path	\$.50/path
Nonrecurring -	\$25.00/order	\$5.00/order	\$25.00/order	\$10.00/order per customer account

\*\* Mutual Traffic Exchange will be used if both parties agree administrative costs of billing and auditing are too high.

Upon consideration, we approve the proposed interconnection agreement between United-Centel and ICI, resolving all major issues involving these parties as they relate to universal service, number portability, resale/unbundling, and local interconnection. If United-Centel and ICI modify their agreement, we require that United-Centel and ICI to file supplements to their agreement for our review under the provisions of Section 252(e) of the federal Telecommunications Act of 1996.

Based on the foregoing, it is

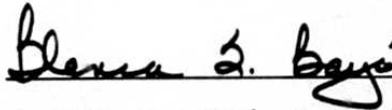
ORDERED by the Florida Public Service Commission that the proposed interconnection agreement between United-Centel and ICI, resolving all major issues involving these parties as they relate to universal service, number portability, resale/unbundling, and local interconnection is approved. It is further

ORDERED that if United-Centel and ICI modify their agreement, we require that United-Centel and ICI to file supplements to their agreement for our review under the provisions of Section 252(e) of the federal Telecommunications Act of 1996. It is further

ORDERED that with the adoption of this agreement this docket shall be closed.

ORDER NO. PSC-96-1306-FOF-TP  
DOCKET NO. 960791-TP  
PAGE 6

By ORDER of the Florida Public Service Commission, this 28th  
day of October, 1996.



BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

NSR/MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), 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 Records and Reporting, 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 Records and Reporting 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.

ATTACHMENT I



F. B. (Ben) Poag  
Director  
Tariffs & Regulation

Box 2214  
Mail Code 2565  
Tallahassee, FL 32316-2214  
Telephone (904) 599-1027  
Fax (904) 599-1458

September 11, 1996



Mr. Lans Chase  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Mr. Chase:

Attached is our response to your request for additional information regarding the Stipulation and Agreement between Intermedia Communications, Inc. and Sprint.

Please call me if you have any questions.

Sincerely,

*F. Ben Poag*  
F. Ben Poag

FBP/bs

Attachment

cc: Steve Brown

Page 1 - 2 (1) 911 - Company needs to tell us what they are going to charge each other for trunking or that they are going to provide their own trunks.

ICI may provide E911 trunking themselves or purchase E911 trunking from Sprint United/Centel. In those instances where ICI purchases E911 trunking from Sprint United/Centel, charges for E911 trunking will be from Section E7 of the intrastate access tariff. These charges will reflect the level and number of trunks requested.

Page 2-3 (3) Directory Assistance - Company needs to say how much money.

ICI may purchase Sprint United/Centel Directory Assistance at the tariffed rates listed in Sections A3.D.2 (UTF-Local), A18.G.2 (UTF-Toll), A3.13.2 (CTF-Local) and A18.5.1 (CTF-Toll).

Page 3 Busyline Verification - Company needs to make tariff reference.

ICI may purchase Sprint United/Centel Busyline Verification at the tariffed rates listed in Sections A3.G.2 (UTF-Local), A18.H.2 (UTF-Toll), A3.15.2 (CTF-Local) and A18.6.2 (CTF-Toll).

Page 4 (9) Signaling - Company needs to make a specific tariff reference.

ICI may purchase Sprint United/Centel signaling with A-link and B-link connectivity on an unbundled basis at the tariffed rates in Section E6.8.2 of Sprint United/Centel's access tariffs.

Page 5 (10) Local Loop - Company needs to make a specific tariff reference

ICI may purchase unbundled local loops from Section E7 of Sprint United/Centel's access tariffs. These charges will reflect the level and number of loops requested.





F. B. (Ben) Poag  
Director  
Tariffs & Regulatory

Box 2214  
Mail Code 2565  
Tallahassee, FL 32316-2214  
Telephone: (904) 599-1027  
Fax: (904) 599-1458

September 16, 1996

Ms. Blanca Bayo  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Dear Ms. Bayo:

Per your request, this is to confirm that Attachment E of the Stipulation and Agreement in Dockets 960791-TP and 960801-TP regarding E911 Emergency Network is incorrect. The language should reflect that Sprint will provide trunking and backup routing to 911 and E911 in the same manner that it provides itself.

If any questions, please advise.

Sincerely,

A handwritten signature in cursive script that reads "F. Ben Poag" followed by a small "bs" at the end.

F. Ben Poag

FBP/bs

cc: Lans Chase



INTERMEDIA  
COMMUNICATIONS  
September 13, 1996

*Handwritten initials*



Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

RE: DOCKET NO. 960791-TP: PETITION FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH INTERMEDIA COMMUNICATIONS OF FLORIDA, INC., BY CENTRAL TELEPHONE COMPANY OF FLORIDA AND UNITED TELEPHONE COMPANY OF FLORIDA

Dear Ms. Bayo:

On September 13, 1996, Sprint United/Sprint Centel filed responses to the Florida Public Service Commission (FPSC) Staff's request for additional information regarding the above-stated agreement. The petition for approval of the agreement is scheduled to be heard at the Commission's September 16, 1996 agenda as Item Number 8. At the present time, Intermedia concurs with the information filed by Sprint United/Sprint Centel in response to Staff's request and the current agreement should be approved. However, we do not believe that all issues have been resolved in light of the FCC's Interconnection Order issued August 8, 1996.

If there is additional information that we may provide please call me at (813) 829-2077.

Sincerely,

Thomas E. Allen  
Divisional Vice President,  
Strategic Planning and Regulatory Policy

cc: Steven Brown  
Pat Kurlin

RECEIVED